

ARTICLE 1 AGREEMENT

This Agreement, effective July 30, 2001, is entered into between The Regents of the University of California, a corporation (hereinafter referred to as the "University", or "management", or "employer"), represented by the Office of the President of the University of California system, and University Professional and Technical Employees - Communications Workers of America Local 9119 union, (hereinafter referred to as "UPTE" or the "union"), pursuant to the provisions of the Higher Education Employer-Employee Relations Act (HEERA).

A. PURPOSE

It is the intent and purpose of the parties that this Agreement constitutes an implementation of the provisions of HEERA, and provides for orderly and constructive employment relations in the public interest, in the interests of the employees represented by UPTE, and in the interests of the University. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any and all demands with respect to employer-employee relationship that exists between them relative to the scope of bargaining.

B. EXCLUSIVE REPRESENTATIVE

The University recognizes UPTE-CWA 9119, which was certified by the Public Employment Relations Board (PERB) on December 1, 1994 in SF-PC-1050-H as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees, excluding employees defined by HEERA as managerial, supervisory and/or confidential and all student employees whose employment is contingent upon their status as students, in the Technical (TX) bargaining unit.

C. EMPLOYEE DEFINED

The term "employee" as used in this Agreement shall refer to employees of the University of California in the Technical unit, except for those excluded pursuant to B., above. The classes and title codes included in the Technical unit are listed in Appendix A.

D. CREATION OF NEW CLASSIFICATIONS

1. UPTE recognizes that the University has the exclusive right to establish new title codes and titles for any individual, position, or title included in or excluded from the bargaining unit, as defined in Section B, of this Article. The University shall advise UPTE of any such new title/title code.
2. When the University creates a new classification and title within the bargaining unit, the University shall provide a notice to UPTE of the classification's bargaining unit assignment. UPTE shall have thirty (30) calendar days after mailing of such notice to contest the University's assignment of the newly created classification/title to the Technical bargaining unit. Employees shall not be placed in the new classification/title until the thirty (30) day notice period is complete. If UPTE does not contest the bargaining unit assignment of the newly created position within the thirty (30) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and employees shall be assigned to the newly created classification.

- a. If the new classification is in the bargaining unit in accordance with the provisions of §D.1., above, the University and UPTE shall meet and confer regarding the salary range and ancillary pay practices for that new classification, except that the salary rate for a newly established Per Diem position shall be in accordance with the provisions of Article 29, Positions, §A.3.b.
 - b. If UPTE contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar days of receiving notice from the University, the University and UPTE shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
 - c. No employees shall be assigned to the newly established classification or title until the bargaining unit assignment is either agreed to or resolved by PERB, although the duties associated with the position may be assigned to the affected employees.
3. When the University creates a new classification and title outside the bargaining unit the University shall mail a notice to UPTE of the classification's bargaining unit assignment, if any. UPTE shall notify the University within thirty (30) calendar days of the mailing of the notice if UPTE intends to challenge the University's bargaining unit assignment of the new title and classification. The parties will meet to discuss UPTE's concerns. Following the discussions, any unresolved disputes may be submitted to PERB for resolution.

E. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

In the event the University determines that a position should be reclassified or designated for exclusion from the unit, or the University intends to replace the major portion of a bargaining unit position with a position in a classification outside of the unit, the University shall notify UPTE in writing. If UPTE believes that the action violates this Agreement, UPTE shall, within thirty (30) calendar days of the mailing of the University's notice, notify the University in writing that it wishes to challenge the action. The parties will meet to discuss UPTE's concerns.

1. If the parties are unable to reach agreement regarding the reclassification of unit to non-unit positions, either party may submit the dispute to PERB for resolution.
2. Until the bargaining unit assignment is either agreed to by the parties or resolved through the PERB process, the duties associated with the classification may be assigned to the affected employee(s).

F. ABOLITION OF CLASSES

The University shall inform UPTE when classifications are abolished. The University will provide UPTE with sixty (60) days notice of its intent to abolish a classification. In the event employees will be affected by the abolition of a classification, the University and UPTE shall, following the request of UPTE, meet and confer about such effects.

**ARTICLE 2
ACCESS**

A. GENERAL PROVISIONS

1. The parties acknowledge that it is in the union's interest that it be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting union meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing Technical Unit employees of union activities. In the interest of facilitating these purposes, and in accordance with local campus/Laboratory/hospital procedures, the parties agree to this Article.
2. The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/Laboratory/hospital.

B. ACCESS BY THE UNION/UNION REPRESENTATIVES - GENERAL PROVISIONS

1. Designated union representatives who are not University employees, or who are not employed at the facility visited, may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit members matters pertaining to this Agreement. In the case of visits for the purpose of conducting unscheduled meetings with bargaining unit members, the union representative shall give notice upon arrival in accordance with local campus/Laboratory/hospital procedures.
2. UPTE will furnish the University with a written list of all UPTE representatives, UPTE designated employee representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner by UPTE and any changes, additions or deletions to the list must be made in writing to the University.
3. Such internal union business as membership recruitment, campaigning for union office, handbilling or other distribution of literature, and all other union activities shall take place during non-work time. Employee rest and meal periods are non-work time for the purposes of this Article.

C. EMPLOYEE REPRESENTATIVES

1. The University shall recognize UPTE designated employee representatives who are members of the bargaining unit. The function of the UPTE designated employee representative shall be to inform employees of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.
2. For the purposes of receiving paid release time as provided in this section, UPTE may designate four (4) unit employees as "UPTE designated employee representatives" at each campus/Laboratory/hospital. Additionally, in the event a campus/hospital/ laboratory has more than two-hundred employees, UPTE may designate one (1) additional UPTE-designated employee representative for each additional one hundred (100) bargaining unit members thereafter, up to a maximum of seven (7) UPTE-designated employee representatives. UPTE shall not designate more than one (1) UPTE designated employee representative per department of 100 employees or less. For each additional 100 employees, or fraction thereof, in a department UPTE shall be allowed one (1) additional representative in that department.

- a. The total cumulative use of paid release time for the UPTE designated employee representative shall be limited to ten (10) hours in any one (1) month. University- convened meetings pursuant to Article 9, Grievance Procedure, shall not be deducted from this block of time.
- b. The use of the maximum of ten (10) hours shall be for grievance-related activity such as:
 - 1) the initial hand-delivered filing of a grievance and the retrieval of University documents provided pursuant to a written request for information related to a grievance;
 - 2) one on one meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement which is at the Informal Review stage of Article 9, Grievance Procedure;
 - 3) meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievance are presented/signed or with whom time limit agreements are achieved;
 - 4) Informal Review meetings held pursuant to Section E. of Article 9, Grievance Procedure;
- c. A request for release time will be made to the UPTE designated employee representative's supervisor prior to the activity. Such approval shall be granted solely on the basis of operational needs and shall not be denied unreasonably.
- d. At its sole discretion, the University may authorize use of release time for more than ten (10) hours in a month per department. The exercise of this discretion and/or the enforcement by the University of the ten (10) hour maximum shall under no circumstances establish a precedent for the UPTE designated employee representative or department involved nor shall the allowance of greater than ten (10) hours in a month for a UPTE designated employee representative have any effect or bearing on the ability of the University to enforce the ten (10) hour maximum on any other UPTE designated employee representative.
- e. Should a question of possible abuse of these release time provisions arise, the University will so notify UPTE, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.
- f. In the event that release time granted under Section C.2.a above is not sufficient for the representative's duties and additional time is not granted under Section C.2.d above, the employee representative may elect to use vacation time in accordance with Article 41, Vacation, or leave without pay in accordance with Article 15, Leaves for Union Business.

D. MEETING ROOMS AND BULLETIN BOARDS

- 1. UPTE shall be granted use of general purpose meeting rooms. Such use shall be arranged in accordance with the usual practice for employee organizations and will not be unreasonably denied. Where the usual practice involves

providing advance notice to a designated campus/Laboratory/hospital, UPTE shall observe such practice. Except for LBNL, room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for purposes such as teaching, or patient care-related purposes or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative.

2. UPTE shall have access to general purpose bulletin boards and shall have the use of those bulletin boards subject to campus custom, usage and practice. Any materials posted must be dated and initialed by the union representative responsible for the posting and a copy of all materials posted must be provided to the appropriate University representative at the location at the time of posting. At those locations where the University is responsible for posting material on bulletin boards, the University will post copies of the UPTE-provided material within one (1) business day.

E. MAIL DELIVERY

United States mail which is received by the University bearing an employee name and accurate address will be placed in the employee mailboxes in the normal manner. In departments where employee mailboxes exist, the union shall have reasonable use of them. In departments where individual mailboxes are in a restricted work area, UPTE may make arrangements with the responsible University official in the restricted work area to have the UPTE mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute UPTE mail to employees by the normal method.

F. EMPLOYEE LISTS

1. On a quarterly basis, the University shall provide UPTE with an alphabetized list by campus/Laboratory/hospital of all employees at each campus/Laboratory/hospital. This list will be in digital format and will contain the name, title, campus mailing address, appointment type, last date of hire with continuous employment, pay rate, and department to which the employee is assigned. Home address will be provided if the employee has agreed to release of the home address. UPTE shall pay for the initial programming of such information.
2.
 - a. Once each month each campus/Laboratory/hospital will provide to UPTE a list of changes (e.g., salary adjustment, new hire, transfer, promotion, discharge, home address, etc.) that have occurred within the bargaining unit. This information shall be available in digital format. The Laboratory shall continue to provide its annual list on a monthly basis.
 - b. UPTE agrees that this monthly list of changes will not be implemented until approximately three (3) months after execution of this Agreement; prior to that time, the previous practice regarding Master Lists will remain in effect.

G. DISTRIBUTION OF AGREEMENT

A copy of this Agreement shall be given by the University to each employee in the Technical Bargaining Unit. The University and UPTE shall split the cost of printing contracts for unit members. In addition, the parties shall each pay for the number of copies they need for administrative and other purposes.

H. TELEPHONE

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Article 9, Grievance Procedure. Employees are responsible for paying any costs associated with such telephone usage in accordance with the departmental procedures in effect at the time. The frequency and duration of permitted phone calls shall not be such as to interfere with or disrupt the employee's completion of work assignments, nor impair the efficiency of University operations. The University may audit employee representatives use of the telephone system to the same extent as it may audit other employees use of such equipment.

I. E-MAIL USE

UPTE designated employee representatives may use their University e-mail account for the purpose of conducting union business which is specifically authorized by Article 9, Grievance Procedure. The use of email accounts shall be protected as outlined in the University's Electronic Communication Policy or the current policy in effect at LBNL. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

1. Lawrence Berkeley National Laboratory
 - a. The use of email accounts shall be protected as outlined in RPM 9.01.

J. CAMPUS-WIDE NEW EMPLOYEE ORIENTATION

1. The University shall notify UPTE in advance of scheduled new employee orientations, if any, upon request of the local UPTE representative.
2. At the University's new employee orientations, if any, packets of information supplied by UPTE, which may include information about the time and location of the UPTE meeting, shall be made available. Employees may attend UPTE's meeting on non-work time, such as lunch or break times.
3. UPTE shall be permitted to meet with the new bargaining unit employees according to campus/hospital/laboratory timetables and practices immediately after new employee orientation sessions, if any, for the purpose of sharing information with new bargaining unit employees.
4. The University and UPTE agree to meet and discuss on a campus/hospital/laboratory basis over arrangements to accomplish the goals of this section.

**ARTICLE 3
ARBITRATION PROCEDURE**

A. GENERAL CONDITIONS

1. An appeal to arbitration may be made only by the union and only after the timely exhaustion of Article 9, Grievance Procedure. The appeal to arbitration must be signed by the President of UPTE-CWA Local 9119, and filed with the Office of Labor Relations, Office of the President.
 - a. When hand delivered, proof of service must accompany the appeal to arbitration. The date of receipt will be used to determine the date of the appeal for hand-delivered appeals.

- b. When mailed, the appeal must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the date of the appeal for mailed appeals.
2. For the purposes of this Article, time limits are calculated in calendar days, and deadlines which fall on a day which is not a University/campus business day will automatically be extended to the next business day. All time limits may be extended by written agreement of the parties in advance of the expiration of the time limit. The union's failure to meet any time limit, or extension to a time limit, will render the Appeal to Arbitration ineligible for further processing and the University's Step 3 answer will be considered final.
3. If the appeal to arbitration is withdrawn or an arbitration hearing otherwise does not take place, the University's Step 3 answer will be considered final.
4. The decision of the arbitrator on any issue properly before her/him shall be final and binding.
5. An appeal to arbitration shall not prohibit efforts by the University and UPTE to resolve the grievance during the time the appeal is pending and until such time that an arbitrator has rendered her/his decision.
6. UPTE shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the union and/or on the behalf of employees. An agreement by the parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s).
7. Where two (2) or more grievances are appealed to arbitration, all grievances by or related to the same employee(s), or grievances which relate to the same incident, issue or course of action, may be consolidated by agreement of the parties.
8. Time Limits
 - a. Initial Filing - An appeal to arbitration must be filed within thirty (30) calendar days of the issuance of the University's Step 3 decision to the union. Appeals which do not contain the appropriate union signature will be considered ineligible for appeal to arbitration.
 - b. University Acknowledgment of Receipt - Within fifteen (15) calendar days of the postmark or, in the case of hand delivery the date of receipt, of the union's appeal to arbitration, the University shall mail to the union an acknowledgment of the receipt of the appeal and the identity of the location to which all relevant correspondence should be directed.
 - c. Scheduling of the Hearing Date - Within ninety (90) calendar days from the date the grievance was originally appealed to arbitration, the parties shall select an arbitrator and schedule an arbitration date. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator. The parties may extend the ninety (90) day limit for scheduling the arbitration by mutual written agreement in advance of the expiration of the time limit. In such cases the arbitrator shall be provided with a copy of the written agreement.
 - d. UPTE Request That a Grievance Be Placed in Abeyance - Should UPTE make a request that the grievance be placed in abeyance for any reason, the period of abeyance shall not exceed ninety (90) days. The provisions

of Section H.1 shall apply to grievances placed in abeyance by UPTE. Failure by UPTE to reactivate the grievance within the ninety (90) day time limit following agreement by the parties that it be held in abeyance will render the grievance ineligible for arbitration and the last preceding University written answer shall become final.

B. DEFINITIONS

For the purposes of this Article, the terms:

1. **"grievant"** means any employee covered by this contract who has a grievance or complaint (as defined by this Article);
2. **"witness"**, for the purposes of release time, means any employee covered by this contract who is serving as a witness in a grievance proceeding;
3. **"employee representative"** means any employee covered by this contract who is a designated union representative of UPTE, in accordance with the provisions of Article 2, Access ; and
4. **"UPTE representative"** means any person who is a non-university employee acting in the interest of or on behalf of UPTE.
5. **"the parties"** means the University and
 - a. the grievant; and/or
 - b. the "UPTE representative" or the "employee representative" serving as the grievant's representative.

C. EMPLOYEE REPRESENTATION

Union representation at the arbitration hearing may consist of up to two (2) representatives, with only one (1) of the two (2) representatives being eligible for without-loss-of-straight-time-pay status. Only one (1) of these individuals may be designated as the employee advocate for the course of the hearing.

D. SELECTION OF ARBITRATOR

Within forty-five (45) calendar days of the date of the appeal to arbitration, the arbitrator shall be selected using the following permanent panel procedures:

1. On a case by case basis, the parties may agree to the selection of any qualified and available person to serve as an arbitrator. Absent such agreement, the parties may agree to the selection of an arbitrator from their respective panel.
2. In the event the parties cannot agree to an arbitrator, the parties shall select the names of seven (7) arbitrators from the appropriate panel, as provided in Section L.6., below, by blind lot. The parties shall then alternately strike one (1) name each from the seven names. The first strike will be determined by a flip of a coin, and the last name remaining shall be the arbitrator.
3. If both parties disagree with the arbitrator who has been selected, the process shall be repeated once in its entirety.

4. A separate arbitrator shall be selected for each grievance appealed to arbitration, unless the parties agree otherwise in writing.
5. The parties may agree in writing to extend the forty-five (45) day limit for selecting the arbitrator. Failure to select the arbitrator within forty-five (45) calendar days, or to achieve a written extension of the time period, will render the appeal to arbitration ineligible for further processing and the University's Step 3 answer will be considered final.
6. All arbitrability disputes, substantive or procedural, shall be subject to arbitration under this Article 3 including disputes arising from University claims that UPTe has lost the right to pursue arbitration of a pending grievance because of untimely processing or that the grievance is ineligible for further processing.
7. The process set forth herein to pursue an arbitrability hearing when the University claims that UPTe has failed to select an arbitrator in a timely manner shall be the exclusive process for such purpose, superceding and/or replacing any other claimed process.
8. When the University refuses to proceed to arbitration on a grievance on the grounds that UPTe has failed to participate in the selection of arbitrators in a timely manner as required by Article 3, Section D.5., of the contract, only UPTe will make a demand for arbitration of that issue in writing to the Office of the President within 30 days of the postmark of the campus notification to the union that the case is ineligible for further processing.

E. SCOPE OF ARBITRATION

1. Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the issue(s) stated by Step 3. Issues or allegations which were known or should have been known to either party but not introduced by the Step 3 process shall not be introduced by either party at the arbitration hearing, except as provided in Section E.2., below.
2. When practicable, the University shall inform UPTe in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in Section E.3., below. In the event an arbitrator, as a result of the arbitrability hearing referenced, above determines a matter to be arbitrable, s/he shall have no authority to decide the issues pursuant to the facts of the case unless the parties agree otherwise.
3. If, following the University's acknowledgement of UPTe's appeal to arbitration in A.8.b, the University raises for the first time issue(s) of arbitrability a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.
4. Section E.1. and Section E.2. above, shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case.

5. If the union requests a postponement of the scheduled arbitration hearing following the University's raising issue(s) of arbitrability, the hearings on arbitrability and facts, if any, shall be separate, and the provisions of Section E.2. above, shall apply.

F. ARBITRATION PROCEEDING

1. The parties will attempt to agree on a location for the arbitration hearing.
2. The arbitration hearing shall be closed to anyone other than the participants in the arbitration hearing, unless the parties otherwise agree in writing.
3. The arbitration hearing shall provide an opportunity for UPTe and the University to examine and cross-examine witnesses under oath or affirmation, and to submit relevant evidence.
4. Settlement offers made any time during the Grievance and/or Arbitration Procedure shall not be introduced as evidence in the arbitration hearing.
5. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall, on a case by case basis, be as agreed upon by the parties or as specified by the arbitrator. Briefing time limits shall be extended by the Arbitrator upon the agreement of both parties.
6. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing.
7. In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, UPTe has the burden of initiating the steps in the procedure. With the exception of those cases in which the issue is that of actions taken by the University pursuant to Article 8, Discipline and Dismissal, UPTe shall have the burden of proof. The burden of proof in cases in which the issue is that of actions taken by the University pursuant to Article 8, Discipline and Dismissal, shall be the University's.
8. Prior to the hearing, the parties may endeavor to exchange the names of known witnesses and relevant materials to be introduced at the hearing.

G. AUTHORITY OF THE ARBITRATOR

1. The arbitrator's authority shall be limited to determining whether the University has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement and shall not make any award which would, in effect, grant UPTe or the employee(s) any terms which were not obtained in the negotiation process.
2. The arbitrator shall have the authority to subpoena and require the attendance of witnesses upon the reasonable request of either party but not upon his/her own motion. The arbitrator shall have no authority to subpoena documents nor shall the parties be required or ordered to produce lists of witnesses prior to the hearing.
3. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed.

4. The arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before her or him by the representatives of the parties at the hearing. In all respects s/he shall assure that the hearing is a fair one. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing, or within the post-hearing time lines agreed to by the parties during the hearing.

H. ARBITRATION REMEDIES

1. No remedy by an arbitrator with respect to any grievance which shall be submitted to her/him shall in any case be made retroactive to a date earlier than thirty (30) calendar days prior to the filing of the Step 1 grievance, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages. For grievances involving the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, an award of an arbitrator shall not in any case be made retroactive to a date earlier than three (3) years prior to the initiation of the written grievance in Step 1 of the Grievance Procedure. Additionally, no remedy shall be provided for any period of time during the grievance and/or arbitration procedure for which an extension of time limits has been granted at the request of UPTe; any period of time between the date a hearing was originally scheduled to be held, and due to a request from UPTe to postpone or change the scheduled hearing, the rescheduled date of the hearing; or any time an employee was on strike.
2. In any decision of a grievance appealed to arbitration involving retroactive payments, the appropriate University and UPTe representatives shall expeditiously determine the identity of the payees and the specific amount owed each payee. Such amount of payment shall be final and no employee or group of employees may subsequently grieve the amounts owed.
3. Remedies involving monetary payment and/or credit shall be limited in their calculation to the utilization of the employee's actual and appropriate wage or benefit amount at the time of the violation and shall not include the awarding of interest or any other payment/credit unrelated to a University benefit amount or the employee's hourly wage.
4. Upon the motion of either party, or at his or her own discretion, an arbitrator may retain jurisdiction in cases involving an award of retroactive monetary payment and/or credit.
5. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee the pay, benefits or rights lost less any compensation from any source, including but not limited to Workers' Compensation, Unemployment Compensation or other employment.

I. COST OF ARBITRATION

1. The cost of the arbitrator and expenses of the hearing will be shared equally by the University and UPTe. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator.

2. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

J. PAY STATUS

1. The grievant, as defined in Article 9, Grievance Procedure, Section A.4.a., (one [1] grievant in a group grievance) shall be in a without-loss-of-straight-time-pay status at the arbitration hearing.
2. The University and UPTE shall establish a reasonable schedule for witness(es)' testimony at the arbitration proceeding. Employee witnesses who appear at the arbitration hearing at the request of UPTE shall be in a without-loss-of-straight-time-pay status for the time spent actually giving testimony or waiting to testify in accordance with the established schedule. Every effort shall be made by UPTE to avoid the presentation of repetitive witnesses.
3. Total release time for the grievant, employee representative and witness(es) for travel to/from the hearing and for participation in the hearing shall not exceed either their normally scheduled hours of work for the day(s) of the hearing or their actual participation in the hearing. Participants shall travel to/from the hearing via the most expeditious method of transportation available.
4. Not more than one employee representative will be released in without-loss-of-straight-time-pay status for attendance at any one (1) arbitration hearing.
5. The University shall not be responsible for any lodging, travel expenses or other expenses incurred by grievants, witnesses, employee or UPTE representatives with regard to the union's presentation in the arbitration hearing.

K. EXPEDITED ARBITRATION

The parties may agree to use an expedited form of arbitration, to be agreed to by the parties and the arbitrator.

L. ARBITRATION PANEL

1. The parties will make an attempt to agree on the panel of thirty (30) arbitrators, with fifteen (15) on a Northern Panel, and fifteen (15) on a Southern Panel. Nothing shall preclude the parties from including an arbitrator on both the northern and southern lists. If agreement cannot be reached on the names of the arbitrators on each list, the remaining number of arbitrators needed to complete a panel will be selected alternately by the parties. The party selecting first shall be determined by a flip of a coin.
2. After one (1) year from the date the panel members were initially selected, and annually thereafter, each party shall have the right to eliminate up to one (1) arbitrator from the panel. A party exercising this right shall notify the other party in writing of the name of the arbitrator to be stricken from the panel.
3. In replacing arbitrators who were eliminated from the panel, the procedure in Section L.1. shall be used again but any arbitrator eliminated in Section L.2.

above, may not be placed back on the panel until at least one (1) year from the date on which such arbitrator was stricken.

4. In the event one (1) vacancy in the panel of arbitrators occurs, other than the elimination of an Arbitrator by the parties pursuant to Section L.3., above, such vacancy may be filled by the parties within thirty (30) calendar days, using the procedures in Section L.1. and 2. above, if the parties agree that a replacement is necessary. In the event more than one vacancy in the panel of arbitrators occurs, such vacancy shall be filled by the parties within thirty (30) calendar days by using the procedures in Section L.1. and 2. above, unless both parties agree that no replacement is necessary prior to the annual panel review.
5. The northern list of arbitrators shall be used for arbitrations arising at the Davis, the Office of the President, Lawrence Berkeley Laboratory, Berkeley, San Francisco, and Santa Cruz locations, unless the parties agree to use an arbitrator from the southern panel. The southern list of arbitrators shall be used for arbitrations arising at the Santa Barbara, Los Angeles, Irvine, Riverside, and San Diego locations, unless the parties agree to use an arbitrator from the northern panel.
6. The Lists of Arbitrators are:

a. Northern List of Arbitrators:

Charles Askin
31 Loma Vista
Walnut Creek, CA 94596
(925) 934-1929

Bonnie Bogue
618 Curtis Street
Albany, CA 94706-1421
(510) 527-7205
(510) 527-7205 – fax

Luella Nelson
P.O. Box 21268
Oakland, CA 94612
(510) 658-4959

Paul Staudohar
1140 Brown Avenue
Lafayette, CA 94549
(925) 881-3080
(925) 885-2165 – fax

Gerald Lucey
Corbett & Kane
2000 Powell Street, Suite 1450
Emeryville, CA 94608
(510) 547-2434
(510) 658-5014 – fax

Kenneth Silbert
Chvany, Filbert & Knowlton LLP
21-C Orinda Way #383
Orinda, CA 94563
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b. Southern List of Arbitrators:

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**ARTICLE 4
UNIVERSITY BENEFITS**

A. ELIGIBILITY

1. Employees in the unit are eligible to participate in a number of retirement, medical, dental, and other University benefit programs generally available to other eligible staff employees of the University.
2. For the life of this Agreement, the University's maximum monthly rates of contribution for employees in the unit who are eligible for and elect to take the medical plan and/or the dental plan shall be the same as the contribution rates for such plans for other employees. Costs in excess of University contributions are to be paid by employees, normally through payroll deduction.

B. MODIFICATION OF BENEFITS

1. The details of each benefit program have been independently communicated to UPTe and eligible employees.
2. The University may, at its option during the term of this Agreement, establish new coverage, alter or delete current coverage, alter employee and University rates of contribution, or change the carrier of established plans and, if the University does so, such changes will apply to employees eligible for benefits under this Agreement to the same extent as they apply to other eligible staff employees at the same campus/laboratory.
3. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

C. EFFECT OF ABSENCES FROM WORK ON BENEFITS

1. Temporary Layoff/Temporary Reduction in Time/Furlough

Health plan contributions by the University will be provided for Technical unit employees, in accordance with Section B.3., above, when the employee is affected by: temporary layoff; temporary reduction in time below the hours required to be eligible for health benefits; or furlough. For health plans to remain in force, employees on temporary layoff or furlough must comply with the terms of the applicable plan documents, rules and/or regulations.

2. Military Leave

An employee on military leave with pay for emergency National Guard duty or Military Reserve Training Leave shall receive all benefits related to employment which are granted when an employee is on pay status.

3. Leaves of Absence without Pay

- a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 3.c., below, shall not determine

eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.

- b. Except as provided in Section 3.c., below, an eligible employee on approved leave without pay may, in accordance with the plan documents, rules and regulations, elect to continue University-sponsored benefit plans for the period of the leave.
- c. An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in any 12-month period. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health plan coverage under the State Family Care and Medical Leave Act. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

D. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of benefit programs in effect on the date the Agreement is signed is found in Appendix B. More information can be found in the documents described in Section B.3.

ARTICLE 5 CAMPUS/LABORATORY CLOSURE

A. GENERAL PROVISIONS

Consistent with the University's management rights, including its right to determine the orderly, effective and efficient operation of the University, the University may elect at one (1) or more of its locations including the Laboratory, to curtail or shut down some or all of its activities, on a location-by-location basis, for periods of specific duration. By way of example and not limitation, such periods may represent: opportunities for energy/cost savings; adjustments to reduce levels of work activity due to transition periods in the academic calendar; "seasonal" or "holiday" influences on scheduled work activities; the occurrence at or on University facilities of major public events; and/or the occurrence of emergency or "forces of nature" situations adversely affecting normal University operations. When feasible, the University shall provide UPTe and affected members of the bargaining unit with forty-five (45) calendar days advance notice of a closure. In the event an alleged violation of the notice is grieved/arbitrated, any remedy or arbitrator's award or decision acknowledging improper notice shall be limited to an amount of back pay and/or reinstatement of benefits which would make the employee whole for the number of days the notice was deficient.

B. PAY STATUS

During a total or partial closure or curtailment of operations described in Section A., above, whether or not the University is able to anticipate such event, one or a combination of the following pay-status options may apply to affected employees.

1. Employees may elect to use accumulated vacation leave during the closure period. Newly-employed unit members will be allowed to use accrued vacation even if the required six (6) continuous months or quadri-weekly cycles on pay status have not been completed. Employees without sufficient accrued vacation time will be allowed to use up to three (3) days vacation leave prior to actual accrual.
2. Employees may elect to use accrued compensatory time to cover the scheduled time off or to offset the use of vacation time.
3. Employees who do not use vacation or compensatory time off may elect to take a leave without pay during the closure. Notwithstanding the provisions of Article 41, Vacation, and Article 36, Sick Leaves, if an employee is in leave-without-pay status due to a location closure which is three (3) consecutive days or less in duration, such a full-time or part-time employee shall continue to accrue vacation and sick leave at her/his normal rate.

C. UNPAID STATUS

Employees who do not select from Section B1., 2., or 3., above or who do not qualify for Section B1., 2., or 3., above, shall, for the period of time necessary, be placed in a leave-without-pay status. The hourly accrual provisions in Section B.3. above, related to location closure(s) shall also apply to employees who are placed in leave-without-pay status.

**ARTICLE 6
COMPENSATION**

A. INTRODUCTION

1. The 2000-2001 California state budget includes funding for regular salary increases and range adjustments for UC staff, and a special augmentation to the budget to be focused primarily on lower paid employees. These increases for employee salaries for 2000-01 are intended to be effective October 1, 2000.
2. Implementation of Increases

a. Timing of 2000-01 Increases

Adjustments to base salaries as specified in sections B and C below will be paid within 120 calendar days of UPTe's written notification of ratification of this Agreement.

b. Order of Increases

If more than one salary adjustment takes place on the same date, actions occur in the following order:

- 1) Salary range adjustment;
- 2) Merit increases;
- 3) Increases resulting from promotion or reclassification.

B. 2000-2001 SALARY INCREASES (EXCEPT LBNL):

1. October 1, 2000 Classification Range Adjustment

- a. Following receipt of written notification from UPTE of its ratification and acceptance of this Agreement, the University will, effective October 1, 2000, increase the salary ranges for classifications in the Technical Unit by approximately 4.49% as reflected in Appendix E. The parties recognize that the actual salary range for each classification will vary slightly due to rounding.
- b. The range increases include the following elements:
 - 1) the 2% range adjustment;
 - 2) the special augmentation of 1.69%; and
 - 3) the 0.8% Incentive Award Program allocation.

2. Individual Employee Increases

a. Step-based Employees

- 1) Each eligible step-based employee shall receive a 4.49% salary increase.
- 2) Eligible non-probationary, step-based career employees may receive a within range merit increase on October 1, 2000 according to local procedures and eligibility criteria.

b. Open-Range Employees

- 1) Each eligible open-range employee shall receive a 2.49% salary increase.
- 2) Eligible non-probationary, open-range career employees may receive a within range merit increase in accordance with the location merit program. The control figure shall be 3.5% at all campuses.

3. Incentive Award Program

The University retains the right to continue, modify or abolish campus/hospital/laboratory incentive award programs.

4. Eligibility

To be eligible for increases as specified in Section B.2. of this Article, employees must be on pay status (or an approved leave) on the date of UPTE's ratification of this Agreement.

- 5. The actual base adjustments specified in Section B.2 above will be paid within 120 days of UPTE's written notification of ratification of this Agreement.

C. 2000-01 CAMPUS-SPECIFIC SALARY AND RANGE ADJUSTMENTS

All campus specific salary and range adjustments will be effective the first day of the appropriate pay cycle on or after October 1, 2000. The order of increases will be pursuant to Section A above.

1. UC Berkeley:

CRS I and II (title codes 4805 and 4804)

The campus will add two steps to the top of the ranges. In addition, employees who have been rated at satisfactory or better will be eligible to receive a one step increase in addition to their regular merit increase.

Sr. Animal Technician (title code 9524) and Animal Tech (title code 9525)

The University shall add one step to the top of the salary range.

2. UC Davis:

CRS I and II (title codes 4805 and 4804)

The ranges for these classifications shall be increased by 5%. In addition to the increases in Section B above, the University shall provide a 5% across the board increase.

Animal Health Technician II (title code 9536)

The University shall add one step to the top of the salary range.

Animal Health Technician III (title code 9535)

The University shall establish an on call rate of \$4.00 per hour.

Fire Captain – 56 hour (title code 9803) and Fire Captain – 40 hour (title code 98XX)

The range for this classification shall be increased by 8.51%. In addition to the increases set forth in section B. above, the University shall provide an 8.51% across the board increase.

Fire Specialist II – 56 hour (title code 9807) and Fire Specialist II – 40 hour (title code 98XX)

The range for this classification shall be increased by 7.51%. In addition to the increases set forth in section B. above, the University shall provide a 7.51% across the board increase.

Fire Specialist I – 56 hour (title code 9806) and Fire Specialist I – 40 hour (title code 98XX)

The range for this classification shall be increased by 6.51%. In addition to the increases set forth in section B. above, the University shall provide a 6.51% across the board increase.

3. UC Irvine:

Computer Operator and Sr. Computer Operator (title codes 4813 and 4812)

The University shall add one step to the top of the salary range.

Animal Technician (title code 9525), Senior Animal Technician (title code 9524) and Principal Animal Technician (title code 9523)

The University shall add two steps to the top of the salary range.

Animal Health Technician I and II (title codes 9537 and 9536)

The University shall add two steps to the top of the salary ranges.

4. UC Los Angeles

CRS I and II (title codes 4805 and 4804)

The University shall add two steps to the top of the salary ranges. Employees in these classifications shall be eligible for additional increases of up to one-half (1/2) step based on the University plan for IT parity increases.

Sr. Animal Tech (title code 9524)

The University shall add one step to the top of the salary range.

Animal Health Technicians I and II (title codes 9537 and 9536)

The University shall add one step to the top of the salary range.

Projectionist and Sr. Projectionist (title codes 8068 and 8067)

The ranges for these classifications shall be increased by 5%. In addition to the increases in Section B above, the University shall provide a 5% across the board increase.

Electronics Technician, Senior Electronics Technician and Principal Electronics Technician (title codes 8303, 8302 and 8301)

The University shall establish a new on-call rate of 25%.

Associate Construction Inspector (title code 7003) and Senior Construction Inspector (title code 7002)

The University shall eliminate steps 1 through 2 ½ and increase the range to 9 steps. In addition, the range for this classification shall be increased by 5%. In addition to the increases in Section B above, the University shall provide a 5% across the board increase.

5. UC San Diego

CRS I and II (title codes 4805 and 4804)

In addition to the increases in Section B above, the University shall provide a one step within range equity increase.

In addition to the increases in Section B above, the University shall increase the shift differential to \$0.75 for evenings and \$1.25 for nights.

Computer Operator and Sr. Computer Operator (title codes 4813 and 4812)

In addition to the increases in Section B above, the University shall increase the shift differential to \$0.75 for evenings and \$1.25 for nights.

Translator/Interpreter for the Deaf (title code 6680)

The salary range minimum shall be \$25 per hour and the salary range maximum shall be \$40 per hour following the increases specified in Section B. above.

Assistant Construction Inspector and Associate Construction Inspector (title codes 7004 and 7003)

The University shall add two steps to the top of the salary range.

Senior Construction Inspector (title code 7002)

The University shall add two steps to the top of the salary range. The range for this classification shall be increased by 5%. In addition to the increases in Section B above, the University shall provide a 5% across the board increase.

Projectionist (title code 8068)

The University shall add two steps to the top of the salary range.

Senior Projectionist (title code 8067)

The University shall establish the Senior Projectionist title at UCSD. The range minimum shall be equal to step 7 of the Projectionist title. The range shall have 7 steps. Each step shall equal 4.5% and each 1/2 step shall equal 2.25%.

6. UC Santa Cruz

CRS I and II (title codes 4805 and 4804)

The ranges for these classifications shall be increased by 5%. In addition to the increases in Section B above, the University shall provide a 5% across the board increase.

Fire Captain – 56 hour (title code 9803) and Fire Captain – 40 hour (title code 98XX)

The ranges for these classifications shall be increased by 4.51%. In addition to the increases set forth in section B. above, the University shall provide a 4.51% across the board increase.

Fire Specialist II – 56 hour (title code 9807) and Fire Specialist II – 40 hour (title code 98XX)

The ranges for these classifications shall be increased by 6.51%. In addition to the increases set forth in section B. above, the University shall provide a 6.51% across the board increase.

Fire Specialist I – 56 hour (title code 9806) and Fire Specialist I – 40 hour (title code 98XX)

The ranges for these classifications shall be increased by 8.51%. In addition to the increases set forth in section B. above, the University shall provide a 8.51% across the board increase.

7. UC Santa Barbara

CRS I and II (title codes 4805 and 4804)

The campus shall add three steps to the top of the salary ranges. The University shall provide a 1/2 step within range equity increase.

Interpreter/Translator for the Deaf (title code 6680)

The salary range minimum shall be \$15.00 per hour and the salary range maximum shall be \$50.00 per hour following the increases specified in Section B. above.

8. UC San Francisco

CRS I and II (title codes 4805 and 4804)

The campus shall add one step to the top of the salary ranges. Employees in these classifications shall be eligible for increases in accordance with the campus plan.

Animal Health Technician I (title code 9537) and Animal Health Technician II (title code 9536)

The University shall add one step to the top of the salary range. The range for this classification shall be increased by 1%. In addition to the salary increases set forth in Section B, the University shall provide a 1% across the board increase.

Animal Health Technician III (title code 9535)

The range for this classification shall be increased by 1%. In addition to the salary increases set forth in Section B, the University shall provide a 1% across the board increase.

Animal Technician (title code 9525), Sr. Animal Tech (title code 9524) and Principal Animal Tech (title code 9523)

The University shall add one step to the top of the salary range. The range for this classification shall be increased by 1%. In addition to the salary increases set forth in Section B, the University shall provide a 1% across the board increase.

9. UC Office of the President

CRS I and II (title codes 4805 and 4804))

The ranges for these classifications shall be increased by 4%. In addition to the increases in Section B above, the University shall provide a 4% across the board increase.

D. 2001-02 SALARY INCREASES (EXCEPT LBNL)

1. October 1, 2001 Salary Adjustment

The University will provide to employees in the Technical unit the same general increase that it provides to other staff employees. The University will meet and confer only over the proposed method of distribution of the general increase funds to employees' salaries. Further, if the final State Budget Act provides augmentation wage monies for staff employees, the augmentation shall be applied across the board to members of this unit as it is applied to other similar staff employees, subject to any instruction in the Budget Act 2001.

2. October 1, 2001 Longevity Increases for Step-based Employees at the Maximum of their Salary Ranges for at least Five Years

a. Employees who have been at the maximum of their salary ranges in the same classification at the same campus for five years or more, on October 1, 2001, shall receive an increase above the maximum of the salary range equivalent to the average step (4.5%). The parties agree that these employees will, by exception, be eligible for any future negotiated general range increases, if any, including any negotiated general range increases for 2001-02. If in the future, the parties agree to add step(s) to the ranges for any classification, for which there is a grand-fathered employee paid above the range maximum, the grand-fathered employee will be considered within range.

b. Employees who receive campus specific increases as described in Sections C above or E below, are not eligible to receive the increase set forth in Section D.2.a. above.

c. Following implementation of the increase set forth above, employees who are subsequently reclassified within the bargaining unit shall not be subject to the provisions of Article 38, Section D.3.

3. Incentive Award Program

The University retains the right to continue, modify or abolish campus/hospital/laboratory incentive award programs.

4. Eligibility

a. To be eligible for increases as specified in Section E of this Article, employees must:

1) Be on pay status (or on approved leave) and in the bargaining unit on the distribution date.

- 2) Have completed their probationary period as of October 1, 2001.

E. 2001-02 IT PARITY INCREASES

If the University receives additional state funds for IT parity increases, campuses may provide parity increases to bargaining unit employees in accordance with their respective programs. The University shall provide notice to UPTA within ten (10) working days of the issuance of the final Budget Act of its intent to provide IT parity increases if any for 2001-02. Any IT parity increases shall be subject to the bargaining obligation.

F. 2001-02 CAMPUS-SPECIFIC SALARY AND RANGE

All campus specific salary and range adjustments will be effective the first day of the appropriate pay cycle on or after October 1, 2001. The order of increases will be pursuant to Section A.2.b above.

1. UC Berkeley:
Sr. Animal Technician (title code 9524)
The University shall add one step to the top of the salary range.
2. UC Davis:
Animal Health Technician II (title code 9536)
The University shall add one step to the top of the salary range.
3. UC Irvine:
Animal Technician (title code 9525), Senior Animal Technician (title code 9524) and Principal Animal Technician (title code 9523)
The University shall add two steps to the top of the salary range.

Animal Health Technician I and II (title codes 9537 and 9536)
The University shall add two steps to the top of the salary ranges.

Assistant Construction Inspector, Associate Construction Inspector, and Sr. Construction Inspector (title codes 7004, 7003 and 7002)
The University shall eliminate steps 1 through 3 ½ and increase the range to 9 steps. The range for this classification shall be increased by 4%. In addition to the increases in Section B above, the University shall provide a 4% across the board increase.
4. UC San Francisco:
Animal Health Technician I (title code 9537) and Animal Health Technician II (title code 9536)
The University shall delete one step from the minimum of the salary range.

Animal Technician (title code 9525), Sr. Animal Tech (title code 9524) and Principal Animal Tech (title code 9523)
The University shall delete one step from the minimum of the salary range.

- G.** The range and rate adjustments, base or non-base, if any, provided in this Article shall not be subject to Article 9, Grievance Procedure, or Article 3, Arbitration Procedure, of this Agreement.

H. LAWRENCE BERKELEY NATIONAL LABORATORY

1. a. Lawrence Berkeley National Laboratory

Fiscal Year 2001 Wage Proposal

- 1) Fiscal year 2001 individual wage increases at LBNL for technical bargaining unit employees not on steps will be from a merit pool of 4.5% of the September 30, 2000 payroll base.
- 2) This 4.5% will be distributed retroactive to October 1, 2000, in the normal, merit-based manner using the attached FY2001 matrix. Disputes arising from technical employees receiving increases less than the matrix minimum for the appropriate quartile and performance rating are subject to the grievance and arbitration provisions of the agreement between University of California and University Professional and Technical employees, effective September 10, 1997, with the following exceptions:
 - a) Employees who have received increases within the preceding six months
 - b) Employees who have reached the maximum of their range
 - c) Employees who are red-circled
- 3) In addition, 1.12% of the same salary base will be distributed across-the-board to all eligible technical unit employees.
- 4) Up to 1.0% of the same payroll base will be made available for promotions and reclassifications.
- 5) Technical bargaining unit salary ranges will be increased by 3.5%.
- 6) Contingent on the continuance of the Outstanding Performance and Spot award programs, LBNL will continue to include UPTX (TX) employees in it.
- 7) To be eligible for these increases, an employee must have been eligible for a performance evaluation, be in the technical bargaining unit on October 1, 2000, and be in the technical bargaining unit on the date payroll for the distribution is run.
- 8) LBNL will distribute the salary increases within ninety (90) days of the date the Lab is notified of union and university ratification.
- 9) LBNL agrees to provide the demographics (names and wage increase) of the normal distribution. Any undistributed amount of the 4.5% will then be distributed across the board to all employees who received a fiscal year 2001 wage increase. An estimate will be made for the retroactive portion of any settlement based on a forty (40) hour work week for all full time equivalent employees with the exception of those employees who have been on leave for any portion of that time and part-time employees. We will identify all part-time TX bargaining unit employees and make separate pro rata calculations based on their appointment rate. We will identify all employees who were on leave during the period and make separate pro rata calculations based on their time worked.

- b. Firefighter
Fiscal Year 2001 Wage Proposal

- 1) Fiscal year 2001 increases for firefighters and fire captains will be according to the attached step re-structuring.
- 2) Each firefighter/Fire Captain that received an "Exceeds" performance rating in FY2000 will receive a lump sum of one-thousand dollars (\$1,000.00).
- 3) Contingent on the continuance of the Outstanding Performance and Spot award programs, LBNL will continue to include UPTe (TX) employees in it.
- 4) To be eligible for these increases, an employee must be in the technical bargaining unit on the date payroll for the distribution is run.
- 5) LBNL will distribute the salary increases within ninety (90) days of the date the Lab is notified of union and university ratification.

2. a. Lawrence Berkeley National Laboratory
Fiscal Year 2002 Wage Proposal

- 1) Fiscal year 2002, individual wage increases at LBNL for technical bargaining unit employees not on steps will be from a merit pool of 4.0% of the September 30, 2001, payroll base.
- 2) This 4.0% will be distributed in the normal, merit-based manner using the attached FY2002 matrix. Disputes arising from technical employees receiving increases less than the matrix minimum for the appropriate quartile and performance rating are subject to the grievance and arbitration provisions of the agreement between University of California and University Professional and Technical employees, effective September 10, 1997, with the following exceptions:
 - a) Employees who have received increases within the preceding six months
 - b) Employees who have reached the maximum of their range
 - c) Employees who are red-circled.
- 3) Up to 1.0% of the same payroll base will be made available for promotions and reclassifications.
- 4) Technical bargaining unit salary ranges will be increased 3.5%.
- 5) Contingent on the continuance of the Outstanding Performance and Spot award programs, LBNL will continue to include UPTe (TX) employees in it.
- 6) To be eligible for these increases, an employee must have been eligible for a performance evaluation, be in the technical bargaining unit on October 1, 2001, and be in the technical bargaining unit on the date payroll for the distribution is run.
- 7) LBNL will distribute the salary increases within ninety (90) days of the date the Lab is notified of union and university ratification.

LBNL agrees to provide the demographics (names and wage increase) of the normal distribution. Any undistributed amount of the 4.0% will then be distributed across the board to all employees who received a fiscal year 2002 wage increase. An estimate will be made for the retroactive portion of any settlement based on a forty (40) hour work week for all full time equivalent employees with the exception of those employees who have been on leave for any portion of that time and part-time employees. We will identify all part-time TX bargaining unit employees and make separate pro rata calculations based on their appointment rate. We will identify all employees who were on leave during the period and make separate pro rata calculations based on their time worked.

- b. Firefighter
Fiscal Year 2002 Wage Proposal
- 1) Increases for firefighters and fire captains will be a 3.62% range movement. In addition, there will be a performance-based step movement as follows: a half step for "meets," a whole step for "exceeds," and a step and a half for "outstanding" performance rating.
 - 2) Contingent on the continuance of the Outstanding Performance and Spot award programs, LBNL will continue to include UPTE (TX) employees in it.
 - 3) To be eligible for these increases, an employee must have been eligible for a performance evaluation, be in the technical bargaining unit on October 1, 2001, and be in the technical bargaining unit on the date payroll for the distribution is run.
 - 4) LBNL will distribute the salary increases within ninety (90) days of the date the Lab is notified of union and university ratification.

ARTICLE 7 DEVELOPMENT

A. GENERAL CONDITIONS

1. Employees may participate in career-related or position-related development programs, subject to approval by the University. Unless the University determines the proposed training/development is not position- or career-related, or denies release time based on operational considerations, employees shall be granted flexible or alternate work scheduling, leave without pay, leave at full or part pay, full or part payment of fees and expenses, an/or temporary or part-time reassignment in another department, provided that:
 - a. the employee has completed her/his probationary period; and
 - b. the employee's performance is satisfactory or better; and
 - c. participation in education or training programs during scheduled work hours is approved in advance by the University.

2. When the University requires attendance at an educational or training program, the University will pay the fees and related costs for materials, travel and per diem, and the employee's attendance at the actual program shall be considered time worked. However, when an individual is hired with the understanding that specific additional training is to be obtained or completed, that individual may be required to participate in such training on off-duty time, without expense to the University.
 - a. Education or training which is suggested or recommended, but not required, is not "required" within the meaning of this Article.
 - b. Education or training for the acquisition or maintenance of a license shall not qualify as "required" within the meaning of this Article.
3. Employees attending University courses or seminars shall be eligible for fee reductions applicable to other staff employees at their campus/hospital/laboratory. Employees attending University courses or seminars shall not be eligible for the services or facilities of counseling centers, gymnasias, or student health services incidental to such reduced-fee registration.
4. Non-probationary career employees who are residents of the State of California are eligible to enroll in regular session courses for up to nine (9) units or three (3) courses per quarter or semester, upon payment of one-third of the University Registration Fee (URF) and one-third of the University Educational Fee (UEF). In the event the University provides additional URF and UEF reductions to other eligible staff employees, the employees in this unit shall receive such fee reductions, to the same degree that other staff employees are so eligible.
5. Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.
6. Campus/lab/hospital staff training programs shall be available to employees covered by this Agreement to the same extent they are provided to all other staff employees.
7. Nothing contained in this Agreement will preclude the University from granting additional training and career development opportunities.
8. In the event the University establishes new training programs open to all staff employees, Technical unit employees shall be eligible to participate in such programs to the same degree as other staff employees.

B. RELEASE TIME AND SCHEDULING

1. An employee who has completed the probationary period who wishes to participate in a development program during work time shall request advance approval in accordance with departmental procedures. On completion of the program, the employee may be required to submit verification of successful completion of the program and attendance at the program. Participation in educational or training programs during scheduled work hours must be approved by the University in advance. Such leaves must not interfere with staffing requirements.
2. A non-probationary employee is eligible for up to forty (40) hours of paid release time for job-related training per contract year, prorated based on appointment rate. Such paid release time may not be accumulated or carried over from year

to year, and must be scheduled according to staffing requirements. Training courses provided by the University shall be included in the forty (40) hours. Time spent taking the American Association of Laboratory Animal Science (AALAS) certification exam for job-related reasons may be paid as part of the forty (40) hours of paid release time. Time spent, if any, in career-related training programs shall count against the forty (40) hours.

3. The provisions of Section B. do not apply to home study courses.

C. PILOT PROGRAM

The University may establish, on a campus by campus basis, a pilot program for the professional training and development of Technical unit employees.

D. DISPUTES

Disputes arising from this Article may be heard up to Step Two of the grievance provisions of this Agreement. However, disputes arising from this Article shall not be subject to the arbitration provisions of this Agreement.

E. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions and qualifications in effect at PERB's certification of UPTC-CWA Local 9119, on December 1, 1994, that are in conflict with the Agreement shall remain in effect for employees at the Lawrence Berkeley National Laboratory.

**ARTICLE 8
DISCIPLINE AND DISMISSAL**

A. GENERAL PROVISIONS

1. The University shall have the authority to discipline or dismiss a non-probationary career employee for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or for failure to perform satisfactorily.
2. A non-probationary career employee who alleges that discipline and/or dismissal is not based on just cause may appeal such action pursuant to the provisions of Article 9, Grievance Procedure.

B. TYPE OF DISCIPLINE

1. The University may discipline an employee by written warning, salary decrease, disciplinary demotion, suspension without pay, or dismissal. An oral reprimand is not considered discipline and is therefore not subject to Article 9, Grievance Procedure of this Agreement, although an oral reprimand may be used to demonstrate that an employee had knowledge of her/his actions which could subsequently lead to discipline. At least one (1) written warning shall precede any discipline other than a written warning, except as noted in Section B.2., below.
2. Performance or conduct that an employee knew or reasonably should have known would result in suspension, disciplinary demotion, salary decrease or dismissal do not require a written warning prior to the initiation of such discipline. Such performance or conduct includes but is not limited to dishonesty, theft, misappropriation of University property, fighting on the job, making verbal or

physical threats, acts or conduct which could endanger themselves or others, insubordination, or other serious misconduct of a nature which requires removing the employee from the premises.

C. INVESTIGATORY LEAVE

1. The University may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of employee misconduct which warrant relieving the employee immediately from all work duties and removing her/him from the premises.
2. The investigatory leave must be confirmed in writing to the employee normally not later than three (3) working days after the leave is effective. The confirmation must include the reasons for and the expected duration of the leave.
3. On conclusion of the investigation, the employee shall be informed in writing of the disciplinary action, if any, to be taken. If a disciplinary suspension is imposed, up to fifteen (15) work days of the investigatory leave may be converted to an unpaid disciplinary suspension.

D. NOTICE OF DISCIPLINARY ACTIONS

1. Except as provided in Section D.3., below, written notice of intent to suspend, demote, decrease salary or dismiss shall be given to the employee, either by delivery of the notice to the employee in person or by placing the notice of intent in the United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the University in writing of any change in such address. Whether delivery is made in person or by mail, the notice of intent shall be accompanied by Proof of Service specifying the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent.
2. The notice of intent shall:
 - a. inform the employee of the disciplinary action intended, the reason(s) for the disciplinary action, and the effective date of the disciplinary action;
 - b. include a statement of the charge(s) and a copy of the material(s) upon which the disciplinary action is based, and ;
 - c. inform the employee that s/he has a right to respond either orally or in writing, to whom to respond, and that the response must be received within ten (10) calendar days from the date of issuance of the notice of intent in accordance with Section E. below.
3. A copy of the notice of intent shall be sent to UPTE.
4. When the duration of a suspension would be five (5) work days or less, the affected employee(s) shall, prior to the implementation of such suspension, be informed in writing of the action to be taken, the reason(s) for the disciplinary action, and the effective date of the disciplinary action.

E. EMPLOYEE RESPONSE

1. Employee Responsibilities

The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within ten (10) calendar days from the date of issuance of the notice of intent, in accordance with instructions given by the University in the written notice of intent sent to the employee. If the employee chooses to respond orally, the employee may request and, if such request is made, have present a representative, provided the representative is not a University employee who has been designated as supervisory, managerial, or confidential.

2. Management Actions

After review of the employee's timely response, if any, the University shall notify the employee of the action to be taken, and the effective date of the action.

- a. Such action may not include discipline more severe than that described in the notice of intent; however, the University may reduce such discipline without the issuance of a further notice of intent.
- b. The effective date of the action shall follow the employee's timely response if received by the ten (10) day response deadline. If no response is received by the tenth (10th) calendar day following the issuance of the notice of intent, the action may be implemented on the eleventh (11th) calendar day following the issuance of the notice of intent.

F. PERSONNEL RECORDS

Maintenance of disciplinary records shall be in accordance with the provisions of Article 28, Personnel Files.

**ARTICLE 9
GRIEVANCE PROCEDURE**

A. GENERAL CONDITIONS

A grievance is a written complaint by an individual employee, a group of employees, or UPTA that the University has violated a specific provision of this Agreement during the term of this Agreement.

1. Filing

- a. All grievances must be filed with the campus/hospital/laboratory Labor Relations office at the campus which employs the grievant(s) within the time frames specified in this Article, on a form agreed to by the parties.
 - 1) A formal grievance must identify the following:
 - a) The specific Article(s) and Section(s) of this Agreement alleged to have been violated;
 - b) describe the adverse affect caused by the violation and;
 - c) the individual(s), adversely affected and/or the adverse impact caused to the union;
 - d) describe how the action(s) allegedly violated the identified Article(s) and Section(s);
 - e) the date(s) of the action(s); and
 - f) the remedy requested.

- 2) The grievance form must be signed and dated by the employee(s) and/or the employee's representative upon submission to the University.
 - 3) Receipt of the grievance from the employee and/or the employee's representative shall be acknowledged in writing by the University as soon as practicable following receipt, and sent to the non-work address listed on the grievance form.
 - 4) For the initial filing of a grievance, the date filed shall be the date received or the date of the postmark if sent by U.S. Certified Mail. For grievance appeals and responses, the date of issuance shall be the date hand-delivered, or the date of the U.S. Postal Service Postmark, if mailed. Additionally, a grievance may be filed by facsimile if a signed hard copy is received by the University within five business days. The date and time registered by the University's facsimile machine shall constitute the official date of receipt. If the registered date on the facsimile falls outside the campus' business hours, the following business day shall constitute the official date of receipt.
- b. The grievance form (see Appendix D) shall be furnished to the employee by either UPTE or the University designee, although failure of a University representative to provide a grievance form upon request shall not constitute cause for an extension of the time lines for filing nor shall the employee or UPTE be able to grieve the University's failure to provide a grievance form.
 - c. No remedy shall exceed restoring to the grievant the pay, benefits or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation, disability, or any other employment.
 - d. Only one (1) subject matter shall be covered in any one (1) grievance.
 - e. By mutual written agreement of the University and UPTE, grievances may enter the Grievance Procedure at Step 2.

2. Employee Representation

A grievant shall have the right to be represented at all steps of the grievance procedure by an UPTE representative or an UPTE-designated employee representative, or any other one (1) person of the grievant's choice other than a University employee who has been designated as supervisory, managerial, or confidential.

3. Time Limits

- a. Other than the time limits for the initial Step 1 filing of a grievance, the time limits as specified in this Article may be extended by agreement between the parties in writing in advance of the expiration of the time limits. Extensions of time with respect to appeals to Step 3 must be obtained in writing and approved by the Office of Labor Relations Office of the President.
- b. Deadlines which fall on a day which is not a University/location business day will automatically be extended to the next business day.

4. Terms/Definitions

For the purposes of this Article, the terms:

- a. **"grievant"** means any eligible employee covered by this contract who has a grievance or complaint (as defined by this Agreement);
- b. **"other grievance representative"** means any person representing an employee covered by this contract, other than an UPTE-designated employee representative or an UPTE representative, in the resolution of her/his grievance other than a person who has been designated as supervisory, managerial, or confidential;
- c. **"UPTE-designated employee representative"** means any employee covered by this contract who is a designated union representative of UPTE, in accordance with the provisions of Article 2, Access, §C.;
- d. **"UPTE representative"** means any person who is a non-university employee designated by UPTE to act in the interest of or on behalf of UPTE;
- e. **"the parties"** means the University and
 - 1) the "grievant(s)", when the grievant(s) is self-represented or is represented by an individual, as defined in §A.4.b. above; or
 - 2) the "UPTE representative" or the "UPTE-designated employee representative" when the grievant(s) is represented by an individual, as defined in §A.4.d. or §A.4.c. above; or
 - 3) UPTE, when UPTE is itself the grievant.
- f. **"witness"** means any employee who is serving as a witness in a grievance proceeding; for the purposes of release time, said employee must be covered by this contract.

5. Grievants Who Have Resigned

Grievants who voluntarily resign their employment with the University shall have their pending grievances immediately withdrawn and will not benefit by any subsequent settlement or disposition of any individual, union, or group grievance.

However, if the group or union grievance is related to the implementation of a compensation provision negotiated in a UC/UPTE Agreement, the grievance may be continued if it has moved to Step 2 before the date of the employees' resignation. The foregoing provision shall not apply to LBNL.

6. University Use of the Grievance Procedure

The University shall not have the right to use the grievance procedure.

B. FAILURE TO APPEAL

If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be

considered resolved on the basis of the last University response to the grievance and shall be considered ineligible for further appeal.

C. NO REPRISAL

No employee shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.

D. GRIEVANCE PROCEDURE - INFORMAL REVIEW

Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to informally resolve the grievance with her/his immediate supervisor.

E. GRIEVANCE PROCEDURE - FORMAL REVIEW

1. Step 1:

a. Filing:

- 1) All grievances (individual, group, or union) must be filed either by U.S. Certified mail or hand delivery within thirty (30) calendar days after the date on which the employee or UPTe knew or could be expected to know of the event or action giving rise to the grievance.
- 2) Grievances received after the filing deadline will be processed solely for the purposes of determining whether the grievance was untimely. Any formal grievance which is not received in accordance with the requirements of §A.1., or this section, shall be reviewed only in accordance with the review procedures in §P.

b. University Review:

- 1) The University's written response will normally be issued to the grievant and her/his representative, if any, within fifteen (15) calendar days after the formal grievance is filed or upon receipt of the hard copy in the event of a facsimile filing. However, if the campus Labor Relations office receives the initial grievance more than five (5) days after the post-marked date, the University shall have an additional five (5) days in which to issue its written response. If the response is not issued within this time limit, or if the grievance is not resolved at Step 1, the grievance may proceed to Step 2.
- 2) Resolution of the grievance at Step 1, although final, shall not be precedent-setting.

c. Alternative Dispute Resolution Procedures:

- 1) An employee alleging sexual harassment who has timely filed a grievance may elect to substitute a campus/hospital/laboratory SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE FOR STEP 1 of the Grievance Procedure. Use of the SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE shall toll the time limits for Step 1 of the Grievance Procedure only if a grievance has been timely filed, pursuant to

§E.1.a.1 above. At any time, an employee may elect to resume the regular grievance procedure in place of the alternate procedure by written notice to the University. The University's STEP 1 Grievance response will be issued within twenty (20) calendar days after such notice is received by the designated campus/hospital/Laboratory official.

- 2) Grievances which allege a violation involving sexual harassment may, at the grievant's option, enter the grievance procedure at Step 2.

2. Step 2

- a. If the grievance is not resolved at Step 1, it may be appealed as follows:
- b. The written appeal shall be submitted within fifteen (15) calendar days of the date on which the written response to Step 1 was issued or due.
- c. Unless the parties agree otherwise, the designated University local official shall convene a meeting with the grievant(s) and the grievant's representative, if any, to attempt to resolve the grievance. The meeting shall be convened fifteen (15) calendar days following receipt of the appeal to Step 2. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance. To the extent not addressed in the initial grievance filing, the formal grievance at Step 2 must:
 - describe how the grieving employee(s) was/were adversely affected by the alleged University violation
- d. During the Step 2 process, the parties may agree in writing to amend the alleged violations, issues and contentions stated in the original grievance.
- e. If requested by the grievant, an UPTE representative may participate for purposes of representation in the Step 2 meeting. In the event an UPTE representative participates in addition to the UPTE-designated employee representative or the grievant's selected "other" representative, only one individual representing the grievant may actively participate in the grievance meeting.
- f. If a grievance which alleges a violation of Article 8, Discipline and Dismissal only, is not satisfactorily resolved following the University's Step 2 response, UPTE may appeal directly to arbitration in accordance with Article 3, Arbitration Procedure.
- g. A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held.

3. Step 3

- a. All grievances which are not satisfactorily resolved at Step 2 may be appealed to Step 3. The appeal must be filed with the Director of Labor Relations in the Office of the President within fifteen (15) calendar days of the date the University's Step 2 written answer was issued or, if no University answer was issued, within fifteen (15) calendar days of the date the University's answer was due.

- b. The UPTE 3 appeal shall identify all unresolved issues, alleged violations and remedies and shall be signed and dated by the grievant or her/his representative. The subject of the grievance as stated in Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.
- c. The Office of the President Office of Labor Relations official shall issue the University's written answer to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal. The answer will be issued to the grievant when self-represented, or to her/his representative.

4. Appeals to Arbitration

If an Appeal to Arbitration is not postmarked or hand-delivered within thirty (30) calendar days of the issuance of the University's Step 3 answer, §B. of this Article shall apply.

F. UNION GRIEVANCES

UPTE shall have the right to present grievances under this procedure on behalf of an individual employee, on behalf of a group of employees, or on behalf of itself. It shall be the union's responsibility to inform an employee that it is bringing a grievance on behalf of said employee (including an employee named in a group grievance).

G. GROUP GRIEVANCES

A group grievance is defined as, and is limited to, a grievance which covers more than one (1) grievant, and which involves the same incident, issue or course of conduct. A group grievance must be so designated on the grievance form at Step 1; all grievants participating in the grievance must be indicated on the form; and the remedy shall be limited to the grievants specifically named on the form.

H. CONSOLIDATION/SEVERANCE OF GRIEVANCES

The grievances of two (2) or more employees, and multiple grievances by or related to the same grievant which involve like circumstances and facts for the grievants involved may be consolidated. Consolidated grievances may be severed. Consolidation or severance of grievances shall occur by written agreement of the parties.

I. OFFERS OF SETTLEMENT

Settlement offers made at any stage of this procedure, including informal resolution, shall not be introduced as evidence in subsequent steps, and shall not be precedent setting.

J. RETROACTIVITY

Settlement of grievances may or may not be retroactive as the equities of a particular case may demand. In any case where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not in any case be made retroactive to a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1.

K. EXCLUSIVE PROCEDURE

The Grievance Procedure set out in this Article shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the alleged

violation of this Agreement. Unless otherwise indicated within this Agreement, any previous grievance procedure or other procedure in existence or adopted by the University shall not apply to employees covered by this Agreement for any purposes whatsoever.

L. RELEASE TIME AND PAY STATUS FOR GRIEVANTS, EMPLOYEE REPRESENTATIVES, AND/OR WITNESSES

1. University-Convened Meetings

- a. If the University convenes a meeting involving the parties to a grievance for the purposes of resolving the grievance and/or completing the steps of the Grievance Procedure, the grievant(s), witness(es), if any, and UPTE-designated employee representatives eligible to attend such meeting pursuant to this Article and Article 2, Access, §C. shall be in a without-loss-of-straight-time-pay status during the meeting provided:
 - 1) such meeting occurs during the regularly scheduled hours of work of the grievant(s), UPTE-designated employee representative, and/or witness(es); and
 - 2) advance request is made and approval is received from the supervisor of the grievant(s), the witness(es), and/or the UPTE-designated employee representative. Approval to attend shall be made on an operational needs basis and shall not be unreasonably denied.
- b. A grievant or her/his representative may request the availability of bargaining unit employee witnesses for University-convened grievance meetings. The availability of bargaining unit employee witnesses shall be determined by their immediate supervisor(s) on the basis of operational needs, and such requests shall not be denied unreasonably. Such witnesses shall be in a without-loss-of-straight-time-pay status if the information they provide pertains to the subject of the grievance and the criteria enumerated above are met. Grievants and UPTE agree that every effort shall be made to avoid the presentation of repetitive witnesses and that the absence of any or all witnesses shall not require the meeting to be recessed or postponed.
- c. Grievants, witnesses, and/or the UPTE-designated employee representative shall not be on pay status for time spent participating in a meeting convened by the University for the purposes of grievance resolution and/or complying with the steps of the Grievance Procedure when the meeting does not take place within the above named individual's regularly scheduled work time. The University is not responsible for any travel or lodging expenses or any other expenses incurred by the above named individual(s) which are related to participation in meetings convened by the University for the purpose of grievance resolution.

2. Grievance Meetings

It is understood that, to the extent possible, the amount of time a grievant spends away from his or her assigned duties and/or work place during work time to meet with a designated grievance representative regarding a grievance shall be kept to a minimum. Whenever possible, such meeting shall take place during the break or meal periods of the grievant(s). In the event it is necessary for such meeting

to occur during the grievant's work time, prior approval to meet with her/his selected representative must be obtained by the grievant from her/his immediate supervisor who shall take into account operational needs when considering such request.

3. Paid Release Time for Grievant's Representatives

Paid release time for UPTE designated employee representatives for purposes other than University-convened meetings shall be provided in accordance with §C. of Article 2, Access of this Agreement.

M. EXCLUSION OF EMPLOYEES IN LIMITED, FLOATER, AND PROBATIONARY APPOINTMENTS

The retention or release of employees in limited, floater, and probationary appointments is at the sole discretion of the University, and shall not be subject to Article 9 – Grievance Procedures or Article 3 – Arbitration Procedure of this Agreement.

N. OTHER REPRESENTATION

Grievants may choose a representative other than an UPTE representative or UPTE-designated employee representative, as defined in §A.4. above, for purposes of grievance representation and adjustment. In the event the University is involved in the adjustment/resolution of a grievance from a grievant or group of grievants who are self-represented or represented by someone other than an UPTE representative or an UPTE-designated employee representative:

1. The University shall provide UPTE with a copy of the grievance and the proposed resolution thereto indicating the grievant or grievants have chosen a representative other than UPTE.
2. UPTE shall have ten (10) calendar days from the date of issuance of such copy within which to comment in writing on the proposed resolution.
3. The University shall not implement the proposed resolution of the grievance until timely receipt and review of UPTE's written comments, if any.
4. The adjustment/resolution of grievances presented by someone other than an UPTE representative shall be consistent with the terms of this Agreement.

O. GRIEVANCE FILE

Records involving the processing of an employee's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the employee's personnel file. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement.

P. REVIEW OF GRIEVANCES CLOSED FOR PROCEDURAL DEFECTS

When the University determines a grievance is ineligible for further processing due to procedural defects, including but not limited to timeliness, UPTE may make a written appeal to the Office of the President Labor Relations within 30 days of the postmark of the notification to the grievant(s). This appeal is solely limited to a review of the procedural issue(s). If the Office of the President denies this appeal UPTE may appeal the issue of the closure of the grievance directly to arbitration per Article 3, Arbitration.

**ARTICLE 10
HEALTH AND SAFETY**

A. GENERAL CONDITIONS

1. The University shall make reasonable attempts to furnish and maintain in safe working condition the workplace and equipment required to carry out assigned duties. The University shall manage its operations in compliance with established campus/hospital/laboratory health and safety policies and procedures.
2. Within the first month of employment on a job, employees working with hazardous materials or in a hazardous environment, such as employees working with animals with contagious diseases and/or in laboratories using hazardous chemicals, will receive information and training pertaining to the health and safety protocols in her/his department, an explanation of the health and safety rights and responsibilities of both the employer and the employee, instructions concerning known specific hazards of the employee's job, and the procedures available to employees to abate or report any unsafe or unhealthy working conditions. When assigned duties include an imminent risk to life and health, as determined by a University health and safety professional responsible for the assessment of imminent risk to life and health, the University shall provide training and information to the employee prior to the employee assuming such duties.
3. In the event an employee believes s/he is performing a hazardous job with insufficient training, s/he shall immediately inform the department Health and Safety Officer, if any. Should, after such consultation, if any, the employee wish additional health and safety review of the matter, s/he may contact the Environmental Health and Safety Department. In such instances, a staff member from the EH&S department shall respond to the employee as soon as practicable.
4. Specific and/or general campus/hospital/laboratory health and safety concerns may be raised in the labor/management meetings defined in Article 13, Labor-Management Meetings. When the union identifies Health & Safety as an agenda item, a Health & Safety professional will attend the Labor/Management meeting.
5. This Article does not cover mental or emotional reactions to or perceptions of the work environment, or physical reactions arising from mental or emotional reactions to or perceptions of the work environment.

B. ASSIGNMENT

1. Abnormally hazardous or dangerous tasks shall be defined as those tasks having dangers or hazards which are objectively identifiable as constituting a clear and imminent life-threatening danger, and/or dangers or hazards substantially greater than the dangers or hazards inherent to the usual scope of a given job and for which the employee has not been trained and equipped.
2. An employee shall not be assigned to any abnormally dangerous or hazardous task at the employee's place of employment.
3. In the event an employee regards an assigned task as abnormally hazardous or dangerous, s/he shall notify her/his immediate supervisor of her/his claim. The

employee shall identify the components of the assignment that are objectively identifiable as abnormally hazardous or dangerous.

- a. In attempting to resolve the employee's claim, the supervisor, at her/his sole discretion, may attempt to make workplace task performance and/or task assignment changes consistent with health and safety considerations and the availability of additional or alternate personnel.
- b. If the supervisor does not make the assignment changes specified in Section B.3.a., above, s/he shall have the employee's claim assessed by a health and safety professional person responsible, in accordance with campus/hospital/laboratory procedures, for the assessment of abnormally hazardous or dangerous conditions.
 - 1) If, in the assessment of the University, the assignment is abnormally hazardous or dangerous, the supervisor shall follow campus/hospital/ Laboratory procedures to remedy the abnormally hazardous or dangerous situation prior to assigning the work to the employee. Once the modifications which remedy the abnormally hazardous or dangerous situation are made, the employee may be required to perform the work.
 - 2) If, in the assessment of the University, the assignment is not abnormally hazardous or dangerous, the supervisor may order the employee to perform the assignment or, at the supervisor's sole non-grievable discretion, assign the affected employee to other available work consistent with the work usually performed by the employee or may assign another qualified employee to perform the assignment.
- c. If the employee refuses to perform tasks assigned in accordance with Section B.3.a. and b., above, s/he may be subject to discipline.

C. INFORMATION AND TESTS

1. The University, upon contracting to purchase any chemical or substance containing hazardous material, will obtain the material safety data sheet (MSDS) from the vendor, unless the latest version of the MSDS is already on hand and available. These sheets relative to chemicals and substances used at the work area of an employee shall be made available to the employee or UPTe on request. Such information shall be maintained in the workplace by the University.
2. In compliance with State and Federal law, the University shall provide to affected employee(s) access to data regarding toxic chemicals, seismic safety and asbestos reports. Such data shall be readily available and provided to the union or employee within a reasonable time following a request.
3. In the case of a suspected outbreak of a communicable disease and when the University requires testing for such communicable disease of patients and/or employees the University shall offer such tests for bargaining unit employees within the appropriate affected work areas at no cost to the employees.

D. DISPUTES

1. Only disputes regarding the assignment of any abnormally hazardous or dangerous tasks are subject to Article 3, Arbitration Procedure, of this Agreement.
2. If, as a result of a grievance or arbitration decision or as the result of an agreement between the University and UPTE, it is determined that an abnormally hazardous and dangerous assignment was made, the University shall attempt to correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular efforts with either administrative or engineering controls. If, as a result of the filing of a grievance relative to the provision of information and training prior to the assumption of duties which include an imminent risk to life and health, the University and UPTE agree as to the failure to provide such information and training, the University shall attempt to correct such situation within a reasonable time and utilizing such funds as may be specifically budgeted for the particular efforts.

E. COMPLIANCE

The University and UPTE acknowledge that the University's ability to comply with the provisions of this Article is subject to the availability of specifically budgeted funds for the particular efforts which may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, and/or award rendered pursuant to a grievance related to the provisions of this Agreement and Article. The University and UPTE agree that the availability of such specifically budgeted and available funds shall be a contingency upon which the University's compliance with a settlement, award and/or order of enforcement of such decision relative to a grievance related to this Article shall be dependent.

ARTICLE 11 HOLIDAYS

A. UNIVERSITY HOLIDAYS

The University shall observe the following days as administrative holidays:

New Year's Day
Martin Luther King, Jr., Day
Third Monday in February
(or announced equivalent)
Last Monday in May
Fourth of July
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
(or announced equivalent)
December 24 (or announced equivalent)
December 25
December 31 (or announced equivalent)
Veterans' Day (November 11th) (including Lawrence Berkeley National
Laboratory if approved by the DOE)

One Administrative Holiday to be selected by the University, except at UC San Diego where in lieu of the set administrative holiday for the year 2001 only, the employee will select a floating holiday subject to the provisions

in Section B below. For calendar year 2002, UCSD shall provide one administrative holiday to be selected by the University.

Unless an alternate day is designated by the University, when a holiday falls on Saturday, the preceding Friday is observed as the holiday, and when the holiday falls on Sunday the following Monday is observed as the holiday.

B. FLOATING HOLIDAY AT UC SAN DIEGO FOR 2001 ONLY

The following provisions shall govern the observance of the floating holiday at UC San Diego:

1. The employee must be a member of the unit on April 1, 2001, in which the holiday is to be observed, and;
2. The employee must use the accrued holiday time between January 1st and December 31st of 2001. In the event the employee does not use the floating holiday time before September 30th, the University may schedule the use of the holiday time prior to December 31st.

C. ELIGIBILITY

1. An employee is eligible for holiday pay if the employee is in pay status at least fifty percent (50%) of the hours in the month or quadri-weekly cycle, excluding holiday hours.
2. An employee on pay status on the employee's last scheduled work day before the holiday and first scheduled work day after the holiday shall be eligible to receive holiday compensation as provided in Section C., below. No employee shall be eligible for compensation for any holiday which is immediately preceded by or followed by an unauthorized, unpaid absence or a disciplinary suspension.
3. New and rehired employees shall be eligible to receive pay or compensatory time off for holidays preceding their first day of work provided the holiday is the first working day(s) of the month or quadri-weekly cycle. A terminating employee shall be eligible to receive pay for holidays immediately following the employee's last day of work provided the holiday is the last working day(s) of the month or quadri-weekly cycle.
4. An eligible employee who is on approved leave without pay or temporary layoff for a period of not more than twenty (20) calendar days, including holidays, shall be eligible to receive pay for any holiday occurring during that period.

D. HOLIDAY TIME/PAY

1. Compensation for Holidays Not Worked
 - a. An eligible full time employee shall receive eight (8) hours of holiday pay, regardless of the number of hours in her/his shift, and regardless of whether or not it was worked, except as provided in Section B.2., above.
 - b. An eligible part-time employee shall receive proportionate holiday pay, up to the maximum of eight (8) hours per holiday, as provided in Section B.2., above. Such holiday pay is calculated on the number of hours in pay status in the month or quadri-weekly cycle in which the holiday falls, excluding holiday hours.

- c. A full time employee on an alternate work schedule who is normally scheduled to work more than 8 hours on the day on which the holiday is observed shall be allowed to make up the difference between the 8 hours of holiday pay and employee's normally scheduled hours by one of the following methods, in the workweek in which the holiday falls:
 - 1) use of vacation time, subject to the provisions of Article 41, Vacation;
 - 2) use of compensatory time, subject to the provisions of Article 12, Hours of Work; or,
 - 3) working additional straight time hours scheduled at the sole discretion of the University.

2. Compensation for Holidays Worked

- a. With the exception of the provisions in Section C.2.b., below, an employee required to work on a holiday listed above shall be paid at the employee's regular straight-time rate of pay for the hours actually worked. In addition, an eligible employee shall receive either compensatory time off or holiday pay at the option of the University at the regular straight-time rate, including any shift differential.
- b. An employee shall be paid at the rate of time and one-half times (1 1/2) regular pay for hours actually worked on December 25th, Thanksgiving Day and New Years Day, and no alternate dates may be designated by the University.
- c. A full time employee may be required to actually work her/his normally scheduled number of work days, excluding the holiday(s), at the straight time rate during weeks in which a holiday(s) occurs. In the event an employee is required to work her/his scheduled number of days on four (4) or more such weeks in a calendar year, the holiday hours in the fourth (4th) holiday week and beyond shall be counted as hours worked. This provision does not apply to employees who are employed to cover only weekend or only holiday schedules.

E. RELIGIOUS OBSERVANCE

By charging time off to vacation, compensatory time off, or leave without pay, an employee may observe a special or religious holiday if the University determines that work schedules permit. Such requests shall not be unreasonably denied.

F. RESTRICTIONS

- 1. In the administration of the provisions of this Article there shall be no duplication, pyramiding, or compounding of any premium wage payments provided herein with any other wage payments provided in any other provision of the Agreement.
- 2. Holiday pay shall not count as time worked for the purpose of calculating overtime, except as provided in Section C.2., above.

G. MAJOR HOLIDAYS

Major holidays are designated for scheduling purposes, only. Major holidays are defined as the two (2) day holiday period for Thanksgiving, December 25, and January 1. The University will guarantee each member of the bargaining unit the opportunity to take one (1) of those two (2) day periods off regardless of the dates on which the University

celebrates those holidays. Operational needs permitting, the University will endeavor to grant one (1) additional two (2) day period off. Straight time holiday pay eligibility shall be determined by the official University holiday schedule. This provision does not apply to employees who are employed to cover only weekend or only holiday schedules.

H. LAWRENCE BERKELEY NATIONAL LABORATORY

1. Policies, procedures, definitions, and qualification in effect at PERB's certification of UPTC-CWA Local 9119, on December 1, 1994, relative to holiday pay for new, rehired, or terminating full-time employees shall remain in effect for employees at the Lawrence Berkeley National Laboratory and shall supersede the provisions of Section B.3., above where in conflict with the Agreement.
2. The Administrative Holiday usually applied during the winter shutdown may be used as a floating holiday. If an employee chooses a holiday other than the Administrative Holiday designated by the Lab, it will be necessary to use an additional day of vacation or unpaid leave of absence for the Administrative Holiday during the winter shutdown.

ARTICLE 12 HOURS OF WORK

A. STANDARD WORKWEEK

A workweek is a period of time consisting of seven (7) consecutive days. A standard workweek is from Monday morning (12:01 a.m.) to midnight the following Sunday. Workweeks beginning and ending on a day other than the above may be established by the University.

B. WORK SCHEDULES

1. Work schedules are established by the University. Employee work schedules will be made known to the employees in accordance with the provisions of Section C. of this Article.
2. A work schedule is the normal hours of work for an employee within a workweek.
3. A standard full time work schedule shall be eight (8) hours per day, excluding meal periods, on five (5) consecutive days. An alternate (flexible) full time work schedule may consist of forty (40) hours in one workweek or eighty (80) hours within two consecutive workweeks.

C. SCHEDULE/SHIFT ASSIGNMENTS

1. Employees will be made aware of their work schedule/shift assignment in the following manner:
 - a. When practicable, the University will provide an employee with at least five (5) work days notice prior to changing her/his work schedule for a period of less than four (4) workweeks duration.
 - b. When practicable, the University will provide an employee with at least fifteen (15) work days notice prior to changing her/his work schedule/shift for a period of at least four (4) workweeks duration.

- c. Employees who do not have fixed work schedules and shift assignments will be made aware of their work schedule/shift assignment when feasible.

If the employee's supervisor fails to provide notice of a shift change pursuant to Section C.1.a. and b. of this Article on three (3) or more occasions, failure to provide such notice on the third or subsequent occasion shall be grievable and arbitrable.

2. An employee may file a written indication of preference for a particular shift (i.e., day, evening, night) with her/his immediate supervisor. When assigning work schedules and shifts to employees, the University will also consider the skills, knowledge, and abilities of the employees who normally perform the work involved prior to deciding upon the shift assignment. In the event two (2) department career employees with substantially equal qualifications have expressed a preference, the University may use departmental seniority to make the shift assignment.
3. The University may, at its sole non-grievable discretion, grant employee requests for flexible working hours, or shift assignments.

4. **ALTERNATE WORK SCHEDULES**

- a. Employees may request alternate work schedules. The University will review the feasibility of implementing alternate work schedules in those work units for which the employee(s) indicate(s) there is an interest in such schedules.
- b. Where practicable, the parties will, at the local campus/hospital/laboratory labor-management meetings, identify problems and concerns related to existing alternate work schedules.
- c. In the event the University decides to abolish, establish or change alternate work schedules in work areas, the University shall inform UPTe at least thirty (30) calendar days prior to taking such action.
- d. Nothing in this section shall infringe upon, interfere with or diminish in any way the University's right to ensure adequate staffing and coverage to meet operational requirements and necessities in an efficient and orderly manner.

D. MEAL PERIODS

A meal period of at least one-half (1/2) hour is provided for any work period of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status. Whenever an employee is required to perform work or is not substantially relieved of work-related duties during a meal period, the meal period shall be considered time worked. The University may reschedule an employee's meal period during the work day when operational needs preclude relieving the employee of work-related duties during the originally scheduled meal period, however, regularly scheduled meal periods shall normally be provided.

E. REST PERIODS

1. Two rest periods of fifteen (15) minutes shall normally be granted during an eight (8) or ten (10) hour shift. Three rest periods of fifteen (15) minutes shall normally be granted during a twelve (12) hour shift. A part time employee shall normally

be granted one fifteen (15) minute rest period for each work period of three (3) continuous hours or more, not to exceed two (2) rest periods per day.

2. Operational requirements may restrict the granting of rest breaks.
3. Rest periods shall not be taken at the beginning or end of a work period or accumulated for use at a later time. The combining of rest periods with meal periods for some, any or all employees of a department/division shall be at the discretion of the University.

F. CHANGING AND CLEAN UP TIME

The University shall determine when clean-up time or uniform changing time is necessary for employees. When the University requires that the employee must change into or out of uniform, or must engage in special washing or cleaning procedures, the time spent in such activities shall be considered as time worked.

G. TRAVEL TIME

1. Travel time between home and the work place is not time worked.
2. Assigned travel during an employee's regular working hours on work days is time worked.
3. Assigned travel that keeps an employee away from home overnight and that occurs outside the employee's normal working hours is not considered as hours of work. However, assigned travel that does not keep an employee away from home overnight is considered as hours worked, as is travel that occurs during the hours an employee normally works when the travel occurs on the employee's days off.
4. The department head may designate other travel as time worked.

H. CALL-BACK

1. Call-back applies to an employee who is not in on-call status and is called back to the campus to work in her/his department after completing a shift and leaving the campus but before her/his next scheduled shift.
2. An employee called back to the work site may be assigned by the University to perform available work, and shall be paid for the time actually worked upon return to the campus/hospital/laboratory, or a minimum of four (4) hours, whichever is greater. Call-back time, whether worked or not, is considered time worked for the purpose of calculating hours of overtime.

I. ON-CALL

The University retains the right to determine the need for, and the assignment of, on-call time. An employee is not considered to be in on-call status unless s/he has previously been scheduled by the University to be on-call. Employees in on-call status are required to inform the employer how they can be reached or to carry a pager in order to receive a call to work. An employee in on-call status is not eligible for minimum call-back payments. An employee in on-call status who is called to perform work or to return to the work site will be paid at her/his regular rate of pay for the time worked. Payment for on-call time paid at the on-call rate is included as part of compensation in calculating the regular rate when determining premium overtime pay.

1. Unrestricted on-call is time during which an employee is free to engage in activities for their own purposes but is required to be available for work or timely return to the work site when called to work. Time in unrestricted on-call status is not counted as hours worked or time on regular pay status when employees are not required to be at the work location or to actually perform work from a location other than the work location. Unrestricted on-call will be compensated at the on-call rate, as listed in Appendix E.
2. Restricted on-call is time during which the employee is required to restrict personal activities so that time cannot be effectively used for their own purposes. Restricted on-call will be considered hours worked and will be paid at the employee's normal pay rate (or overtime if appropriate).

J. OVERTIME

1. Definition

Overtime is time worked which exceeds the hours of a full-time employee's regular daily schedule on pay status or exceeds forty (40) hours on pay status in a workweek.

- a. Pay status includes time worked and paid leave such as sick leave, vacation leave, holidays, military leave, compensatory time off and administrative leave with pay.
- b. Overtime hours are compensated at one and one-half times (1 1/2X) the straight-time rate only when an employee has actually worked in excess of forty (40) hours in the scheduled workweek.
- c. Overtime hours do not count toward accumulation of sick leave, vacation, holiday, or retirement service credit.
- d. Actual time worked for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to Article 16, Leaves of Absence, except as provided in Article 11, Holidays, Section C.2.

2. Assignment of Overtime

- a. The University shall decide when overtime is needed. Overtime must be approved in advance by the University. As soon as practicable after the need for overtime is determined, the University shall notify the employee that overtime must be worked. Employees are expected to work overtime when such work is assigned.
- b. The University will assign overtime work by rotation based on departmental seniority of those employees on the same shift who normally perform the work involved. For purposes of this Article, rotation means that the last employee to work overtime will be the last considered for new overtime assignments. For the purposes of this Article, departmental seniority may be defined by each department at the campus/hospital/laboratory. Such seniority is applied in the following manner:
 - 1) When there are employees volunteering to work the overtime, assignment of that overtime shall be based on greatest seniority,

provided the employee(s) have the required skills, knowledge and ability to do the job.

2) When no employee volunteers to work the overtime, assignment of that overtime shall be based on inverse order of seniority, provided the least senior employee has the skills, knowledge and ability necessary to perform the job.

c. The University shall assign overtime to employees irrespective of their place on the seniority or rotation list(s) when the necessary skills, knowledge or abilities are not possessed by the employee who would otherwise be assigned in accordance with the above provisions.

3. Compensation of Overtime

In accordance with the following paragraphs, overtime shall be compensated at the appropriate rate either by pay or compensatory time off.

a. Unless the employee and the University agree otherwise, overtime will be paid. An employee may, upon hire and thereafter during the month of June, file a written indication of preference for either compensatory time off or pay with her/his immediate supervisor. The University shall grant the preference indicated.

b. Compensatory time shall be paid or scheduled by the University in accordance with departmental needs. Accumulation of compensatory time is limited to a maximum of two-hundred forty (240) hours. An employee shall be paid for hours of overtime which exceed this limit. An employee may request to schedule the use of banked compensatory time. An employee's request for the scheduling of banked compensatory time shall be granted subject to the needs of the University and shall not be unreasonably denied.

c. Overtime shall be reported and paid on the basis of the nearest quarter (1/4) hour.

1) Designated hospital-based eight (8) hour employees who are assigned to a fourteen (14) consecutive day work period,

a) shall be compensated at one and one-half times (1 1/2x) the regular-straight time rate for hours worked which exceed eight (8) hours of actual work in any work day within the fourteen (14) day work period, and

b) shall receive the time and one-half (1 1/2x) overtime rate after eighty (80) hours of actual work in the fourteen (14) day period.

Any payment at the time and one-half (1 1/2x) rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half (1 1/2x) compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

K. CONSECUTIVE DAYS OF WORK

Employees will be paid one and one-half times (1 1/2x) their straight-time rate in the following circumstances, until a day off is granted:

1. when employees regularly scheduled to work eight (8) hours per day work more than six (6) continuous full shifts for more than six (6) consecutive days;
2. when employees regularly scheduled to work ten (10) hours per day work more than five (5) continuous full shifts for more than five (5) consecutive days; and
3. when employees regularly scheduled to work twelve (12) hours per day work more than four (4) continuous full shifts for more than four (4) consecutive days.

The consecutive days of work provisions may be waived by the employee, either at her/his request or as the result of a scheduling change requested by the employee which results in such consecutive days of work.

L. GENERAL PROVISIONS

1. There shall be no duplication, pyramiding, or compounding of any premium wage payments.
2. This Article shall not be construed as a guarantee of or limitation on the number of hours per work day or workweek.
3. Where remote location pay, sea pay, and special Mt. Hamilton and Lick Observatory pay provisions currently exist, they shall remain in force throughout the life of this Agreement.

M. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications, calculations, covered hours and rates in effect at PERB's certification of UPTE-CWA Local 9119, on December 1, 1994, shall remain in effect for employees at the Lawrence Berkeley National Laboratory and shall supersede the provisions of this Article where in conflict with the Agreement.

The Side Agreement reached between the Lawrence Berkeley National Laboratory and UPTE, dated June 20, 1997, regarding changes in work shifts and changes in shift assignments shall apply to the Laboratory, including the Human Genome Center project.

**ARTICLE 13
LABOR - MANAGEMENT MEETINGS**

A. LOCAL LABOR-MANAGEMENT MEETINGS

The University and UPTE agree to meet, following UPTE's written request, up to four (4) times per year unless the parties mutually agree otherwise. Each party shall designate a chair, who shall have responsibility to make arrangements for scheduling the labor-management meeting and for drawing up the agenda. Non-employee UPTE representative(s) may attend the meetings.

1. Up to two (2) bargaining unit employees shall be released in a without-loss-of-straight-time pay status to attend each scheduled meeting, provided UPTE has given the University at least seven (7) calendar days' notice of her/his selection. The parties may agree to allow additional unit employees to attend the meetings

and may, by mutual agreement, agree to place those attendees in a without-loss-of-straight-time status while in attendance at the meeting(s).

2. Items to be included and discussed at the meetings are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting. Items not so submitted need not be responded to at the meeting. Appropriate agenda items for such meetings include:
 - a. administration of the Agreement;
 - b. dissemination of general information of interest to the parties;
 - c. health and safety matters regarding bargaining unit employees;
 - d. general nondiscrimination-related issues, not pertaining to the facts of an individual employee's complaint(s);
 - e. information regarding personnel transactions and vacancies;
 - f. giving representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit;
 - g. subcontracting issues; and
 - h. additional items mutually agreed-to by the parties for placement on the agenda.

B. UNIVERSITY-WIDE LABOR-MANAGEMENT MEETINGS

1. The University (Office of the President Office of Employee & Labor Relations) and UPTE agree to meet, following UPTE's written request, once per year to discuss items such as the administration of this Agreement. Additionally, the University and UPTE agree to meet once per year, following UPTE's written request, to discuss the fringe benefit plans, coverages, benefit schedules, carriers, providers, premium rates, eligibility criteria and the amounts, if any, of University and/or employee contributions. The agenda of the meeting(s) shall be determined by mutual agreement of the parties at least seven (7) calendar days prior to the scheduled meeting date.
2. UPTE may request release time for up to a total of ten (10) bargaining unit employees (but no more than one from each campus/Laboratory). Such representatives will be released from work in a without-loss-of-straight-time status to attend the scheduled meeting(s), provided UPTE has given the University at least seven (7) calendar days notice of her/his selection. The parties may mutually agree to allow additional unit employees to attend the meetings and may, by mutual agreement, agree to place those attendees in a without-loss-of-straight-time status while in attendance at the meeting(s).

C. RELEASE TIME

1. Release time provided shall be in accordance with the provisions of Section A.1., Section B.2., and Section C.2., of this Article.
2. Without-loss-of-pay-status release time will be provided for the duration of the meeting, and for reasonable travel time to and from the meeting. Up to a total of eight (8) hours in one day release time may be provided for attendance at a university-wide labor/management meeting. Any travel and subsistence incurred by the employee(s) attending the meeting(s) shall be the responsibility of the employees or UPTE.

**ARTICLE 14
LAYOFF AND REDUCTION IN TIME**

A. GENERAL CONDITIONS

1. Layoffs may be temporary or indefinite and may occur because of budgetary reasons, curtailment of operations, lack of work, reorganization, or redefinition of the University's or department's needs.
2. The University shall have the sole, non-grievable, non-arbitrable right to determine:
 - a. when temporary or indefinite layoffs in career positions shall occur, the units of layoff, and the unit in which the layoffs shall occur, and
 - b. which classification and/or positions are to be subject to layoff.
3. If the University determines that a layoff is necessary, it will be accomplished in accordance with the provisions of this Article.
4. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give UPTe advance notice of at least thirty (30) calendar days, if feasible, and upon request shall meet and discuss such proposed changes. Changes to a layoff unit shall not occur more frequently than each one hundred-twenty (120) calendar days.
5. The terms of this Article shall not apply to probationary or non-career employees, except as specifically provided in this Article.
6. The procedures for fulfilling the terms of this Article may vary by campus. However, campus procedures must be consistent with the provisions of this Article.

B. DEFINITIONS

1. A layoff is an involuntary:
 - a. separation of an employee from employment as implemented in accordance with the provisions of this Article, or
 - b. transfer of a career employee to a non-career position, or
 - c. reduction in the appointment rate of an individual employee, or
 - d. reassignment of an employee in a full-time career position to a partial-year career position, to a limited appointment position, or to a part-time position at a fixed or variable percentage of time.
2. A temporary layoff is one for which the University specifies an affected employee's date for return to work of not more than one-hundred twenty (120) calendar days from the effective date of the layoff.
3. An indefinite layoff is one for which the affected employee receives no date for return to work, or no date of restoration to her/his former appointment rate.

C. TEMPORARY LAYOFF

If the University determines that a temporary layoff of one-hundred twenty (120) calendar days or less is imminent, it shall be implemented in accordance with the provisions of this Section.

1. Notice

When the University identifies particular employee(s) to be affected by a temporary layoff, it shall give the individual employee written notice of the expected beginning and ending dates of the temporary layoff as follows:

- a. The University shall give, if feasible, fifteen (15) calendar days' notice of the expected beginning and ending dates of the layoff to the affected employee(s).
- b. If the ending date of the temporary layoff is changed, the University shall give the affected employee such advance notice as is practicable. The employee shall return to work within five (5) calendar days of the date provided in the notice.

2. Conversion of Temporary to Indefinite Layoff

- a. In the event the University converts a temporary layoff to an indefinite layoff, the affected employee shall be provided all rights under Section D., Indefinite Layoff, beginning at the time of notification of conversion.
- b. For conversion from temporary layoff to indefinite layoff, the University shall give thirty (30) calendar days prior notice to the employee, if feasible.
- c. The University shall notify the union as soon as practicable but no later than five (5) work days following notice to affected employees that they are to be laid off. To the extent possible, notice to UPTE will be concurrent with notice to the affected employee(s). Failure to provide timely notice to UPTE shall not adversely impact the University's ability to effectuate and/or continue the layoff.

D. INDEFINITE LAYOFF

The University shall effectuate indefinite layoffs as follows:

1. Alternatives to Layoff

In order to avoid a layoff, the University may reassign an employee to a position for which the employee is qualified at the same or greater percentage of time and at the same or higher rate of pay. Such action will nullify the layoff.

2. Selection for Layoff

- a. The order of indefinite layoff of employees in the same classification within the unit of layoff shall be in inverse order of seniority. In the event all employees in a unit of layoff are equally affected by layoff of ten percent (10%) or less, seniority provisions do not apply.
- b. "Seniority" is calculated by full-time-equivalent months (or hours) of University service. Employment prior to a break in service shall not be

counted. When employees have the same number of full-time-equivalent months (or hours), the employee with the most recent date of appointment shall be considered the less senior employee.

- c. The University may retain employees irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other employees in the same classification in the layoff unit and which are necessary to perform the ongoing functions of the department.
- d. The University shall review and, at its sole non-grievable discretion, determine when, prior to laying off career employees, it will release some, any or all limited appointment, casual restricted, or probationary employees in the layoff unit. The department head shall select employees for layoff, but shall minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited appointment and casual/restricted positions within the department. Only the failure of the department head to conduct such a review shall be subject to grievance and arbitration.
- e. Where electronic job placement bulletin boards are in use, the University shall provide bargaining unit members access to such placement bulletin boards to the same degree as such bulletin boards are made available to other staff employees.

3. Notice

- a. When the University identifies particular employees to be affected by an indefinite layoff, it shall, if feasible, give thirty (30) calendar days individual written notice of the effective date of the layoff to each affected employee. If less than thirty (30) calendar days notice is given, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status to a maximum of thirty (30) calendar days. The University shall, if practicable, also give UPTE thirty (30) days written notice of the effective date of the layoff.
- b. An employee shall be provided all rights under Section D.4. and D.5., below, beginning at the time of notification of indefinite layoff.
- c. The University shall notify the union as soon as practicable but no later than five (5) work days following notice to affected employees that they are to be laid off. To the extent possible notice to UPTE will be concurrent with notice to the affected employee(s). Failure to provide timely notice to UPTE shall not adversely impact the University's ability to effectuate and/or continue the layoff.
- d. In the event of an anticipated indefinite layoff of five (5) or more full-time-equivalent (FTE) bargaining unit employees on the same effective date in the same layoff unit, the University will, to the extent possible, give forty-five (45) calendar days notice to UPTE. When such notice is provided regarding the layoff of five (5) or more FTE, the campus/hospital/laboratory will, upon receipt of a timely written request from UPTE, meet with UPTE to discuss the layoff.

4. Recall

- a. Career employees who are indefinitely laid off shall be recalled in order of seniority to an active, vacant career position for which the employee is

qualified in the same classification and department from which they were laid off. An active career position is a position which the University, in its sole discretion, determines to fill.

- b. Career employees who are eligible for recall shall retain recall eligibility for three (3) years.
- c. Employees recalled from layoff status who are not returned to their same job and who fail to perform satisfactorily, as determined by the University, may at any time during the six months following such recall be returned to layoff status with restoration of the unused portion of their recall rights.
- d. The right to recall terminates:
 - 1) at the end of the eligibility period; or
 - 2) if an employee refuses and/or fails within ten (10) calendar days to respond affirmatively to a written University inquiry concerning the employee's desire to return to work. The ten (10) calendar-day response period shall begin immediately upon personal notice or from the date written notice is served (as indicated in the Proof of Service), whichever is sooner; or
 - 3) if an employee refuses or fails to respond within ten (10) calendar days to a written recall to work at the same or greater percentage of time, and at the same or higher salary level as the position held by the employee at the time of layoff; or
 - 4) if an employee refuses two (2) offers of reemployment with the same or greater appointment rate and at the same or higher salary level as the position held at the time of layoff.

5. Preferential Rehire

- a. A non-probationary career employee who is indefinitely laid off shall have preferential rehire status for an active, vacant career position. An active career position is a position which the University, in its sole discretion, determines to fill. Such employees are rehired provided:
 - 1) the active, vacant career position is in the same bargaining unit and at the same campus/hospital/laboratory as the position from which the employee was laid off; and
 - 2) the active, vacant career position is in a class with the same or lower salary range maximum as the class from which the employee was laid off; and
 - 3) the active, vacant career position is at the same or lesser percentage of time as the position from which the employee was laid off, except as provided in Section D.6.
- b. The laid off non-probationary career employee will, along with any other qualified laid off University employees, be given preferential consideration for an active, vacant career position which is being filled by the campus/hospital/laboratory, provided the conditions in Section D.5.a.1-3 above are met. First consideration for preferential rehire shall be given to employees who are on layoff status (not currently employed by the

University) and who are laid off from the same department where the vacant position exists. In order to be placed in such a position, the employee must be fully qualified to perform the duties of the position.

- c. Employees who are eligible for preferential rehire status with less than five (5) years of seniority at the time the layoff occurs shall retain preferential rehire status eligibility for one year. Employees who are eligible for preferential rehire status with five (5) years, but less than ten (10) years seniority at the time the layoff occurs shall retain preferential rehire status eligibility for two (2) years. Employees who are eligible for preferential rehire status with ten (10) years or more seniority shall retain preferential rehire status eligibility for three (3) years. An employee may exercise her/his rights to preferential rehire immediately after the employee receives written notification of layoff and meets with the campus/hospital/laboratory representative designated in the layoff notice.
- d. Employees preferentially rehired from layoff status who fail to perform satisfactorily may, at any time during the six (6) months following such return, be returned to layoff status with restoration of full preferential rehire status. In addition, an employee, at her/his option, may request to be returned to layoff status within sixty (60) calendar days of rehire. The time on job status will not be counted as part of preferential rehire eligibility time.
- e. Preferential Rehire Termination

The preferential consideration described above shall terminate at the end of the period of eligibility described in Section D.5.c. above, or if an employee:

- 1) refuses an offer to return, at the same or greater percentage of time, to that department/division and class from which laid off; or
 - 2) accepts any career position; or
 - 3) refuses two (2) offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held by the employee at the time of layoff; or
 - 4) fails to respond to a written notice of a career employment opportunity within fifteen (15) calendar days. The fifteen (15) calendar day response period shall begin immediately upon personal notice of the career employment opportunity or ten (10) calendar days from the date written notice is postmarked.
6. If an employee voluntarily reduces her/his time due to budgetary reasons, curtailment of operations, lack of work, reorganization, or redefinition of the University's or department's needs within one (1) year prior to her/his layoff, the employee is entitled to recall/rehire rights to a percentage appointment equal to that from which the employee voluntarily stepped down. In order to be eligible for such increased recall/rehire rights, the employee must submit to her/his supervisor a written statement confirming the offer for the voluntary reduction in time when the voluntary reduction in time occurs and her/his supervisor must approve the voluntary reduction in time.

7. Severance

- a. A career employee who has received her/his notice of indefinite layoff may, at the sole non-grievable discretion of the University, be offered severance pay in lieu of preferential rehire and recall rights. Each campus/hospital/laboratory department shall, in each instance of layoff, exercise the option of offering severance in lieu of preferential rehire and recall rights to all employees in the department affected by the layoff. Severance pay shall be in accordance with the following:
 - 1) Employees with less than five (5) years of service receive two (2) weeks or ten (10) workdays of severance.
 - 2) Employees with five (5) or more years of service receive five (5) weeks or twenty-five (25) workdays severance, plus one (1) week severance for each additional full year of service up to a maximum of fifteen (15) weeks severance.
- b. UPTE will be notified if an employee has been offered severance rather than recall/preferential rehire. Should, as a result of a grievance, arbitration, or settlement agreement related to the layoff, an employee be returned to work, the severance received will be deducted from the back pay award. In the event the employee does not have sufficient funds to repay the severance, a repayment schedule shall be agreed to by the employee and the University prior to the employee's return to work. An employee cannot be returned to work without first repaying the severance or signing a severance repayment agreement. The employee's failure to complete her/his severance repayment obligation shall not increase the University's back pay liability.

E. CONTINUITY OF SERVICE UPON REEMPLOYMENT

1. A layoff of one-hundred twenty (120) calendar days or less does not create a break in service.
2. Reemployment in a career position within the period of right to recall or preferential rehire does not create a break in service.
3. Seniority accrues, and benefit accruals are accumulated, only when an employee is on pay status.

F. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications and calculations in effect at PERB's certification of UPTE-CWA Local 9119, on December 1, 1994, relative to severance pay, that are in conflict with the Agreement, shall remain in effect for employees at the Lawrence Berkeley National Laboratory.

**ARTICLE 15
LEAVES FOR UNION BUSINESS**

A. GENERAL PROVISIONS

1. Long-term Leave of Absence

Upon at least thirty (30) calendar days advance-written request from UPTE and the employee, one (1) UPTE-represented employee per campus/Laboratory shall be granted a leave of absence without pay to engage in Union business. The

duration of the leave of absence shall be specified at the time the employee commences the leave. No such leave shall be granted unless the written request specifies the duration of the leave.

- a. Such leaves of absence shall be for a period of not less than one (1) year. In no situations shall the leave of absence be granted for a period of more than three (3) years.
- b. During the leave of absence the employee shall be in a without pay and without benefits status and during the term of the leave of absence the University shall in no way be obligated to provide pay or benefits for the employee. The employee may purchase benefits in accordance with plan regulations.
- c. The University, due to operational requirements, may postpone the date such leave of absence without pay is scheduled to begin.

2. Short-term Leave

- a. Subject to operational considerations, upon at least thirty (30) calendar days written request from UPTE and the employee, one (1) employee per campus/ laboratory/hospital per calendar year will be granted a leave of absence without pay for union business for up to two (2) consecutive workweeks. Requests for this short-term leave shall not be unreasonably denied.
- b. The University may, at its sole non-grievable, non-arbitrable discretion, approve requests from employees for temporary reductions in time for up to one (1) calendar year for union business.

3. Attendance at Local Meetings

Upon seven (7) calendar days advance written notice to her/his supervisor, local union officers and local employee representatives included on the list provided to the University by UPTE, as set forth in Section B.2. of Article 2, Access, shall be granted time off without pay or, at the employee's option, such time would be charged to accrued compensatory time off or accrued vacation time, to attend local union meetings. Approval for such leave shall not be granted for a period to exceed four (4) hours and such approval shall not be granted to any individual employee more than once per month. The granting of such approval to local employee representatives and officers shall be subject to the operational needs of the University and may be granted to one (1) or more but not necessarily all such employees on the same shift in the same operational area. Such approval shall not be unreasonably denied.

B. RETURN FROM LEAVE

The University shall not be required to return an employee on a leave of absence for union business prior to the return date specified at the start of the leave.

1. At least forty-five (45) calendar days prior to the completion of the long-term leave of absence, the Union shall notify the University of the employee's intent to return to the University's employ and the employee shall likewise so advise the University.
2. Upon return, the employee shall be placed in the same position from which the employee took the leave of absence and at the rate of pay which would place the

employee at the same relative position in the range for the position as that range exists when the employee returns. Placement of the employee in his/her previous position shall be consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay.

ARTICLE 16 LEAVES OF ABSENCE

A. GENERAL PROVISIONS

Subject to the provisions of this Article, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the University. Nothing shall preclude the University, on a campus-by-campus basis, from establishing, implementing, or continuing a Catastrophic Illness or Injury Leave policy covering Technical unit employees.

1. Definitions

- a. Non-medical leaves of absence, with or without pay, include: Family Care Leave, leave for jury duty, voting, blood donations, administrative or legal proceedings, emergencies, and University functions.
- b. Medical Leaves with or without pay, include Pregnancy Disability Leave, Family Care/Medical Leave, and Disability Leave.
- c. FMLA is the federal Family and Medical Leave Act of 1993.
- d. CFRA is the California Family Rights Act of 1995.

2. Use of Family Care and Medical Leave Entitlement

- a. If an employee eligible for a Family Care/Medical Leave takes a leave for her/his own serious health condition, (as defined in Section B.1.d. below), the absence from work shall be deducted from the employee's Family Care/Medical Leave entitlement.
- b. If an employee is ineligible for Family Care/Medical Leave or if the employee has exhausted her/his leave year entitlement, an approved disability leave of absence may be provided for the period(s) an eligible employee is absent from work for verifiable medical reasons as provided in Section C. and Section D. of this Article.

3. Benefit Eligibility while on Leave Without Pay

- a. Special Benefit Eligibility For Family Care/Medical Leaves - An eligible employee shall have University-provided health benefits continued for the period of the Family Care/Medical Leave in accordance with Section B.9. of this Article.
- b. An approved leave without pay shall not be considered a break in service.
- c. The provisions of Article 36, Sick Leave, Article 41, Vacation, and Article 4, University Benefits, shall apply when employees are on an approved leave without pay.

- d. An eligible employee on approved leave without pay may elect to continue University-sponsored insurance coverages (as determined by plan documents or regulations) for the period of the leave by remitting the entire premium amount due for the period of the approved leave, in accordance with the provisions of the applicable plan(s). Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

4. Requests for Leave

Except as provided under Section B.3., Family Care/Medical Leave Notification, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning and end date of the leave, and any additional information as required.

5. Duration

- a. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section B.3.b., Family Care/Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate.
- b. Except as provided for under Pregnancy Disability, Section C.1.a.2., the aggregate maximum of leaves taken in any combination shall not exceed six (6) months in any one (1) year period.
- c. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation.

6. Return to Work

- a. Except as provided in Section B, Family Care/Medical Leave, Section C, Pregnancy Disability Leave, and Article 19, Military Leave, an employee who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position in the same department upon expiration of the leave, in accordance with the Provisions of this Article. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff.
- b. Failure to provide a medical release to return to work, as required in Section B.5 and Section D.3., may result in the delay of reinstatement until the employee submits the required medical release certification.
- c. An employee who has exhausted her/his original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted. The employee shall be advised in writing, at the time the additional leave is granted.

- d. An employee who fails to return to work from a leave of absence on the approved anticipated date of return shall be considered to have abandoned her/his job, in accordance with Article 33, Resignation/Job Abandonment.

B. FAMILY CARE AND MEDICAL LEAVE

Family Care Leave includes Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition.

1. Definitions

- a. Parental Leave is leave to care for the employee's newborn or a child who has been placed with the employee for adoption or foster care.
- b. Family Illness Leave is leave to care for the employee's child, parent, or spouse with a serious health condition.
- c. A Family Member for the purposes of family care leave is the employee's biological, adopted, or foster child, stepchild or legal ward who is under eighteen (18) years, a child for whom the employee stands in loco parentis, or an adult dependent child; a biological, foster, or adoptive parent, stepparent or legal guardian, an individual who stood in loco parentis while the employee was a child; or spouse, or partner in marriage as defined in California Civil Code Section 4100.
- d. A Serious Health Condition for the Purposes of Family Illness Leave is an illness, injury, impairment, or physical or mental condition which warrants the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort.
- e. Medical Leave is leave granted for the employee's own serious health condition which makes the employee unable to perform any one or all of the essential assigned functions of the employee's position. An employee disabled because of pregnancy-related conditions is covered under Section C. - Pregnancy Disability, below.
- f. An Employee's Own Serious Health Condition is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves the following:
 - 1) inpatient care in a hospital, hospice, or residential medical care facility, or
 - 2) continuing treatment by a health care provider for:
 - a) a period of incapacity of more than three (3) consecutive calendar days, or
 - b) any period of incapacity or treatment due to a chronic serious health condition, or
 - c) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

- g. A Health Care Provider is an individual who is licensed in California or is duly licensed in another State or jurisdiction, to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, or who is duly licensed as a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), nurse practitioner or nurse mid-wife performing within the scope of her/his duties, or Christian Science practitioner or any health care provider that the employee's health plan carrier recognizes for purposes of payment.
- h. "1,250 Hours of Actual Service" means time actually spent at work and does not include any paid time off including but not limited to an employee's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status.

2. Eligibility Criteria and Duration

- a. Employees who have at least twelve (12) cumulative months of University service, and have at least 1,250 hours of actual service during the twelve (12) month period immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of twelve (12) workweeks of Family Care/Medical Leave in the leave year. For the purposes of this Article and section, only, all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement.
- b. Family Care/Medical Leave is unpaid leave, except as otherwise provided in this Article.
 - 1) An employee's use of her/his accrued Compensatory Time Off cannot be deducted from the twelve (12) workweek Family Care/Medical Leave maximum, and shall not be granted. All other time off used for family care and/or medical leave purposes, including Work Incurred Injury and Illness leave, shall be deducted from the twelve (12) workweek Family Care/Medical Leave maximum.
 - 2) Family Care/Medical Leave shall not exceed twelve (12) workweeks in any twelve (12) month period, and the leave year shall commence on the date the employee first takes leave. In the event the leave year for all other University employees becomes a calendar year, the commencement period for employees in this bargaining unit shall be the same as the commencement period for all other staff employees.
- c. If the employee has exhausted her/his entitlement to Family Care/Medical Leave, s/he may apply for additional leave pursuant to this Article.

3. Notification

- a. If the employee learns of the event giving rise to the need for leave more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the employee shall give the University at least thirty (30) calendar days notice of the need for leave. An employee who fails to give thirty (30) days' notice for a foreseeable leave with no reasonable basis

for the delay, may have the family care and/or medical leave delayed until thirty (30) days after the date on which the employee provides notice.

- 1) If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt the University's operations.
 - 2) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with as much notice as practicable and, at a minimum, within five (5) calendar days after learning of the need for leave.
- b. The University shall determine whether the employee meets the eligibility requirements and therefore qualifies for a Family Care/Medical Leave and shall, as soon as practicable, notify the employee whether the leave is designated or provisionally designated as Family Care/Medical Leave. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted.
- c. Extensions to the Family Care/Medical Leave, up to the aggregate maximum of twelve (12) weeks in the leave year, may be granted in accordance with Section B.4.e. of this Article.

4. Certification

a. For the Employee's Own Serious Health Condition

When a leave of absence is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the employee's health care provider. When certification is required by the University, such requirement shall be made to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

- 1) certification that the employee has a serious health condition as defined in Section B.1.f., above, and
- 2) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform, and
- 3) the date on which the employee's serious health condition began, if known, the probable duration of the condition and the employee's probable date of return, and
- 4) whether it will be necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of such schedule, and,

- 5) if the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.

b. For the Employee's Family Member

When a leave of absence is requested for the serious health condition of the employee's family member, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be made to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

- 1) certification that the employee's family member has a serious health condition as defined in Section B.1.d., above, and
- 2) a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care during a period of the treatment or incapacity or psychological comfort, and
- 3) whether the employee's family member will need care intermittently or on a reduced work schedule and the probable duration that the employee is needed to provide care.
- 4) In addition, the employee will be required to certify either on the form or separately the care s/he will provide the family member and the estimated duration of the period of care.

c. Confirmation of Family Relationship

The University may, at its sole non-grievable discretion, require an employee requesting leave to care for a family member with a serious health condition or requesting Parental leave, to provide documentation of the familial relationship or proof of birth, placement for adoption or in foster care. The employee's failure to provide documentation within fifteen (15) calendar days of the University's request may, at the sole non-grievable discretion of the University, result in either

- 1) a delay of the leave until the required documentation is provided or
- 2) if the leave has not begun, it will be denied. If the leave has begun, the leave will not be designated as Family and Medical Care Leave and may be discontinued by the University.

d. Questioned Medical Opinions

Should the University question the validity of the employee's certification for her/his own serious health condition the University may, at its sole non-grievable discretion, require the employee to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the employee's own health care provider, the University may, at its sole non-grievable discretion, require a third medical opinion from a third

health care provider, jointly agreed to by the employee and the University. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.

e. Additional Certification and/or Recertification

If additional leave is requested or should the circumstances of the leave change, the University may, at its sole non-grievable discretion, require the employee to obtain recertification. Such requests for subsequent certification and/or recertification may be either verbal or in writing.

- 1) If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable.
- 2) Failure to provide certification and/or recertification for a foreseeable leave within the requested time may result in delay of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the employee fails to provide certification, the leave is not Family Care/Medical Leave and will be denied as family care leave, in accordance with the provisions of Section B.4.c.2).

f. Failure to Provide Complete Certification and/or Recertification

If the employee fails to provide a completed certification and/or recertification, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete certification and/or recertification, the leave is not Family Care/Medical Leave will be denied in accordance with the provisions of Section B.4.c.2.).

5. Return from Family Care/Medical Leave for Own Health Condition

- a. The employee shall provide at least ten (10) days notice to her/his employing department of her/his anticipated return to work.
- b. An employee who has been granted a Family Care/Medical Leave for her/his own serious health condition, must provide a written medical release to return to work prior to returning to work.
- c. The employee who has been medically released to perform the essential assigned functions of her/his job, shall be returned in accordance with the provisions of Section B.10.
- d. Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release certification.

6. Use of Accrued Paid Leave

Family Care/Medical Leave is unpaid, except for the use of sick leave and/or the use of accrued vacation, as provided in this Article:

- a. An employee on leave for her/his own serious health condition:
 - 1) shall use accrued sick leave in accordance with the University's disability plan requirements; or
 - 2) if not eligible for University disability benefits and not on leave as a result of a work-incurred injury or illness, shall use all accrued sick leave prior to taking leave without pay; or
 - 3) if on leave due to a work-incurred injury or illness, may use accrued sick leave as provided in Article 43, Work Incurred Injury or Illness.
- b. An employee on leave for her/his own serious health condition shall use accrued vacation time prior to taking leave without pay, if all accrued sick leave has been exhausted.
- c. An employee on Family Care Leave for Family Illness may use sick leave in accordance with Article 36, Sick Leave, Section B.3., and shall use accrued vacation time prior to taking leave without pay.

7. Duration

For the purposes of Family Care/Medical Leave, only, twelve (12) workweeks is equivalent to four-hundred eight (480) hours of scheduled work for full-time employees in career, limited, and floater appointments who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule.

a. Hourly Conversion for Part-time or Alternately Scheduled Employees

For employees who work part-time or a schedule other than an 8/40, the number of Family Care/Medical Leave hours to which the employee is eligible shall be adjusted in accordance with her/his normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of Family Care/Medical Leave based on her/his hours worked over the previous twelve (12) weeks preceding the leave.

b. Employee Requests for Reduced Work Schedules

When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for a reduced work schedule or intermittent leave including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule towards the employee's entitlement of four-hundred eighty (480) hours in the leave year.

c. Alternate Assignments to Accommodate Intermittent Leave or Reduced Work Schedule

When the employee requests an intermittent leave or a reduced work schedule, the University may, at its sole, non-grievable discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

8. Parental Leave

Parental Leave is a form of Family Care/Medical Leave to care for the employee's newborn or a child placed with the employee for adoption or foster care. Such leave must be initiated and concluded within one (1) year of the birth or placement of the child. The University shall grant a Parental Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for FMLA/CFRA at the beginning of her Pregnancy Disability leave shall be granted the unused portion of CFRA/FMLA leave for Parental Leave purposes, up to a maximum of twelve (12) workweeks. The amount available for use is determined by the amount which the employee has previously used under CFRA/FMLA in the leave year.

a. Requests for Parental Leave

The employee shall request Parental Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the employee. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with a Family Care/Medical Leave on account of the pregnancy/childbearing disability, shall be set at the time such Family Care/Medical Leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of placement.

b. Duration

Parental Leave, alone, shall not exceed twelve (12) workweeks within the leave year as defined in Section B.2.b.2). and B.7., above. However, when Parental Leave is combined with a leave for pregnancy-related and/or childbearing disability only, the total Family Care/Parental Leave shall not exceed seven (7) months in the leave year.

- 1) An employee on Parental Leave shall use accrued vacation time prior to taking leave without pay.
- 2) The University shall grant a Parental Leave of at least two (2) weeks duration on any two (2) occasions during the leave year.
- 3) The University, at its sole non-grievable discretion, may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

9. Continuation of Health Benefits

An eligible employee who is on an approved Family Care and/or Medical Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if s/he were on pay status for a period of up to twelve (12)

workweeks in the leave year. However, an employee on an approved Pregnancy Disability Leave who is dually eligible for leave under the federal Family and Medical Leave Act and the California Family Rights Act, shall be entitled for up to twelve (12) workweeks of health plan coverage for the combined Pregnancy Disability Leave/Parental Leave which runs concurrently with FMLA and/or CFRA. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

10. Return to Work

When an employee has been granted an approved Family Care/Medical Leave of Absence and returns within twelve (12) workweeks of the initiation of the leave, s/he shall be reinstated to the same or an equivalent position upon expiration of the leave. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation. An employee who has been granted a Family Care/Medical Leave for her/his own health condition, may be required by the University to provide a written medical release to return to work prior to her/his return to work.

C. PREGNANCY DISABILITY LEAVE

1. Duration

During the period of verified pregnancy-related and/or childbearing disability, an employee is entitled to and the University shall grant up to four (4) months of Pregnancy Disability Leave for pregnancy/childbearing disability purposes.

a. Duration

If the employee is eligible for Family Care/Medical Leave, pursuant to Section B, above, such leave shall be deducted from an employee's federal Family and Medical Leave entitlement.

- 1) If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a medical disability leave of absence may be granted in accordance with Section D., below, for a total medical absence not to exceed six (6) months.
- 2) Additionally, the employee may be eligible for Parental Leave, pursuant to Section B.8., above, to care for her newborn child. The total Family Care Leave, when combined with a Pregnancy Disability Leave, shall not exceed seven (7) months in the leave year.

b. Pregnancy Disability Leave May Consist of leave with or without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the employee may elect to use accrued vacation time prior to taking leave without pay.

c. Additional Family Care Leave in the Leave Year

Upon termination of the Pregnancy Disability Leave, which runs concurrently with federal Family Care/Medical Leave, an eligible employee shall also be entitled to the unused portion of CFRA/FMLA leave up to a maximum of twelve (12) workweeks for any covered reason except leave for a pregnancy-related medical condition. The amount available for use is determined by the amount which the employee has previously used under FMLA/CFRA in the leave year.

2. As an Alternative to or in Addition to Pregnancy Disability Leave, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee and with the advice of the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of pregnancy disability leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.

3. Reduced Work Schedule

When medically necessary, and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one (1) day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of four (4) months in any twelve (12) month period.

4. Return to Work –

An employee who has been granted a temporary transfer and/or Pregnancy Disability Leave shall be reinstated to the same position, provided that the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the same job has been abolished or affected by layoff, the employee shall be reinstated to a similar job. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

5. Continuation of Health Benefits

An employee on Pregnancy Disability Leave who is also eligible for leave under the federal Family and Medical Leave Act and the State of California Family Rights Act, shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for up to twelve (12) workweeks in the leave year. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

D. DISABILITY LEAVES OTHER THAN FMLA/CFRA/PREGNANCY DISABILITY ENTITLEMENT

A disability leave of absence is the period(s) an eligible career employee is granted leave from work for medical reasons in accordance with Section D.1., below. This leave

includes the combined use of accrued sick leave and the disability leave of absence without pay in accordance with the provisions of this Article and Article 36, Sick Leave. Disability leaves of absence with or without pay are provided for leaves due to non-work related illnesses or injuries.

1. Eligibility

An employee may be eligible for a disability leave of absence with or without pay when s/he has exhausted her/his twelve (12) workweek Family Care/Medical Leave entitlement in the leave year, or s/he is not otherwise eligible for Family Care/Medical Leave, or the employee has exhausted her four (4) month entitlement under Pregnancy Disability Leave, and s/he:

- a. is medically incapable of performing the essential assigned functions of her/his job due to a non-work related illness or injury; and
- b. has furnished evidence of disability satisfactory to the University.

2. Duration

- a. When the use of accrued sick leave and a disability leave of absence without pay are combined, a disability leave may be granted by the University for a total period of verified disability not to exceed six (6) months.
- b. An employee granted a disability leave who is also applying for University disability for non-work related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking leave without pay.
- c. In the event that the employee's accrued sick leave is greater than six (6) months, a disability leave of absence without pay in addition to the use of all accrued sick leave, shall not be granted.
- d. If an extension to a disability leave of absence within the total six (6) month period is not granted, an employee will be medically separated in accordance with Article 18, Medical Separation of this Agreement.
- e. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated on the basis of medical condition in accordance with Article 18, Medical Separation of this Agreement.

3. Return to Work

The employee shall not be reinstated from a medically-related leave of absence until a medical release certification is provided to the University within the time limits specified by the department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position.

E. PERSONAL LEAVE OF ABSENCE WITHOUT PAY

1. A non-probationary career employee may be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the University. Such leave shall not exceed six (6) calendar months. Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for

benefits except that the regulations of the retirement systems must be specifically checked to determine the effects of such leave without pay on retirement benefits.

2. The University at its sole non-grievable discretion may approve extension of a personal leave of absence without pay for a total leave of not normally more than twelve (12) months.

F. LEAVES OF ABSENCE WITH PAY

1. Jury Duty

A full-time employee in a career position on any shift or work schedule shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek. A part-time employee in a career position shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the employee's regularly scheduled hours of work.

2. Voting

An employee shall be granted leave with pay, up to a maximum of two (2) hours, for voting in a statewide primary or general election if the employee is scheduled to work eight (8) hours or more on that day and does not have time to vote outside of working hours.

3. Blood Donations

An employee may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.

4. Administrative or Legal Proceedings

a. When an employee is attending administrative or legal proceedings as directed by the University or is subpoenaed by the University to appear as a witness in an administrative or legal proceeding, leave without loss of straight time pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and workweek.

b. An employee subpoenaed by the State or a political subdivision thereof when the State or political subdivision is prosecuting a person for an offense which the employee, by virtue of being on University premises during scheduled work hours, witnessed, shall be granted leave without loss of straight time pay for actual time spent in the proceedings and in related travel time not to exceed the employee's normal work day and workweek.

c. The granting of leave without loss of straight time pay status for other employment-related situations where an employee has been subpoenaed shall be at the sole non-grievable, non-arbitrable discretion of the University.

5. Emergencies

In the event of natural or man-made emergencies, an employee may be granted leave with straight time pay during regularly scheduled hours of work for the

period of time authorized by the University. The granting of such leave and the period of time shall be at the sole, non-grievable discretion of the University.

6. University Functions

At the sole, non-grievable discretion of the University and on a campus basis and within a campus basis, an employee may be granted leave during regularly scheduled hours of work to attend Commencement exercises, Charter Day exercises and other University meetings or functions as designated by the University. Such leave, when granted, shall be without loss of straight-time pay.

**ARTICLE 17
MANAGEMENT RIGHTS**

- A.** Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, UPTE agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. Although the University may upon request consult with UPTE concerning the following areas, the University is not obligated to bargain with UPTE as to such areas during the term of this Agreement.
- B.** Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:
1. to establish the University's missions, programs, objectives, activities, and priorities;
 2. to plan, supervise, direct and control the use of resources to achieve the University's missions, programs, objectives, activities, and priorities;
 3. to develop, implement and administer affirmative action programs;
 4. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;
 5. to introduce new or improved methods, programs, equipment, or facilities or change or eliminate existing methods, equipment, or facilities;
 6. to determine the location or relocation, reorganization, or discontinuance of operations; to determine where employees shall work; or subcontract all or any portion of any operation;
 7. to assign, reassign and schedule work; to determine the need for overtime;
 8. to establish the size, composition, and qualifications of the work force;
 9. to recruit, hire, develop, train, evaluate, promote, transfer, demote or layoff, employees in limited, floater, career, or probationary appointments;
 10. to determine the basis for, and to determine the amount granted for merit increases;
 11. to establish, modify, and enforce standards of performance, conduct, and safety for employees; and to determine the process by which employee performance is evaluated;

12. to reprimand, suspend, release, or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily;
 13. to maintain safety standards and programs;
 14. to determine and modify job classifications and job descriptions.
- C.** The above enumeration's of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.
- D.** No action taken by the University with respect to a management right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 18 MEDICAL SEPARATION

A. GENERAL CONDITIONS

1. When the University determines that a non-probationary career employee is unable to satisfactorily perform the essential assigned functions of her/his position due to any disability or other medical condition, that employee may be medically separated. Prior to medical separation the University will determine what accommodation, if any, may be reasonably provided. Such accommodation, if any, shall be provided in accordance with the provisions of Article 31, Reasonable Accommodation. An employee who is medically separated is eligible for special reemployment procedures as set forth in Section E., below.
2. Except as provided in Section A.3., below, a medical separation shall be based on:
 - a. a University statement describing the essential functions the employee is not able to perform satisfactorily; and
 - b. any pertinent information, including medical information provided by the employee's licensed health practitioner and/or the University's physician, and/or work-related information provided by appropriate University officials.
3. A medical separation may also be based on the employee's receipt of long term disability payments from a retirement system to which the University contributes, such as UCRS or PERS.
4. If an employee who is on an approved leave of absence related to a medical condition has a specific return to work date established by a health practitioner licensed by the State in which s/he practices and such return to work date is within one-hundred eighty (180) days of the beginning of leave of absence, the employee shall not, during the period between the beginning of the leave of absence and the initially-established return to work date (a maximum of one-hundred eighty (180) days), be medically separated.

B. PROOF OF DISABILITY OR OTHER MEDICAL CONDITION

1. Proof of the employee's disability is required and is subject to verification by the University. When the University requests a medical opinion as verification of disability, the University shall pay the costs of the medical examination(s) requested.

C. NOTICE OF INTENT TO MEDICALLY SEPARATE

1. A written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. Proof of service shall accompany the notice of intent. The notice shall:
 2. inform the employee of the action intended, the reason for the action and the effective date of the action;
 3. inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent, in accordance with the instructions given by the University in the written notice provided to the employee.
4. A copy of the notice of intent shall be provided to UPTe.

D. EMPLOYEE NOTICE

After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. An effective date of separation shall follow the employee's timely response or, if no response is provided, shall be at least fifteen (15) calendar days from the date of issuance of the notice of intention to separate, pursuant to Section C., above.

E. REEMPLOYMENT

1. For a period of one (1) year following the date of a medical separation, a medically separated former non-probationary career employee may be selected for a position without the requirement that the position be publicized. However, if the former employee is receiving disability benefits from a retirement system to which the University contributes the period shall be three (3) years from the date benefits commenced. In order to be eligible for rehire under this Article, the medically separated employee must provide a medical certification from a University-approved medical physician describing in detail the medically separated employee's ability to return to work.
2. If a non-probationary career employee separated under this Article is re-employed within one-hundred eighty (180) calendar days, a break in service does not occur. If a non-probationary career employee is receiving disability payments from a retirement system to which the University contributes and is re-employed within three (3) years, a break in service does not occur.

**ARTICLE 19
MILITARY LEAVES**

A. GENERAL PROVISIONS

1. An employee is entitled to Reserve Training Leave for Inactive Duty, Temporary Military Leave for Active Duty Training, Extended Military Leave, Emergency National Guard Leave and Military Leave for Physical Examinations provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders.

B. ELIGIBILITY FOR PAY AND BENEFITS

1. General Conditions & Eligibility

An employee granted temporary military leave for active-duty training or extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of such leave in any one (1) fiscal year, but not to exceed the actual period of service, provided:

- a. The employee has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
- b. such payment for temporary and extended military leave in any combination, in addition any to University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one (1) fiscal year.

2. Part-time Employee

An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.

3. Ineligible Employee

An employee not eligible for military leave pay may have such absence charged to accrued vacation or accrued compensatory time off, or the military leave may be without pay.

4. Monthly/Weekly Drills

Paid leave for military leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills.

5. Service Credit and Benefits

An employee on temporary military leave for active-duty training or extended military leave, who is not on pay status shall receive length-of-service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 41, Vacation, Article 36, Sick Leave and Article 11, Holidays. An

employee on pay status shall receive regular benefits, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as provided in the University's groups insurance regulations.

C. TEMPORARY MILITARY LEAVE FOR ACTIVE-DUTY TRAINING

Temporary military leave for active-duty training shall be granted to any employee who, as a member of a reserve component of the United States Armed Forces, is ordered to full-time active military duty for training for a period not to exceed one-hundred eighty (180) days, including time spent traveling to and from such duty.

D. EXTENDED MILITARY LEAVE

Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of one-hundred eighty (180) days.

1. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the employee requests such extension.

2. Service Credit and Benefits

a. An employee granted extended military leave shall receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time off. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed one-hundred eighty (180) days. Vacation credits retained on the records in excess of one-hundred eighty (180) days shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred in the previous one-hundred eighty (180) day period.

3. Sick Leave

Sick leave credit shall be retained on the records.

E. PROBATIONARY EMPLOYEES

An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.

1. If the probationary employee served in active military service for a period of more than thirty (30) days, he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.

2. If the probationary employee served in active military service for a period in excess of one-hundred eighty (180) days, he/she shall not be separated from employment by management action except for cause for one (1) year from the date of reinstatement.

F. EMERGENCY NATIONAL GUARD LEAVE

Military Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who, as a member of the National Guard, is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in Section D.

1. Eligibility for Pay

An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (1) fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.

2. Service Credit and Benefits

An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length-of-service credit, provided that the employee returns to University service immediately after the emergency service is over. Such employee shall accrue vacation and sick leave and receive holiday pay in accordance with Article 41, Vacation, Article 36, Sick Leave and Article 11, Holidays.

G. PHYSICAL EXAMINATION

Military leave with pay shall be granted to an employee in accordance with Section B., regardless of length of service, when the employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency.

1. Time off for other physical examinations in connection with military service may be charged to accrued sick leave, accrued vacation leave, or accrued compensatory time off, or shall be without pay.
2. The University may require verification of an employee's military orders to report for a physical examination.

H. REINSTATEMENT

Following release from military service, an employee shall have such right to return, and only such right, as may be required by State and Federal law in effect at the time the employee applies for reinstatement. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave as provided by the Agreement.

MOVING EXPENSES

A. LIMITATIONS

Payment for moving expenses may be granted by the University when an employee moves from one University work location to another University work location at the University's request. No expenses shall be paid to an employee if the University determines that the new work location is within reasonable commuting distance of the previous location.

B. EXPENSES TO BE PAID

Expenses approved in advance by the University and supported by invoices and receipts may be paid for costs incurred for packing, insurance, transportation, storage in transit (not to exceed thirty (30) calendar days), unpacking and installation of the employee's household effects at a new location. Actual travel expenses for the employee and the employee's immediate family may be paid by the University, not to exceed air coach transportation cost and/or the University allowance for individuals for the cost of meals en route for the employee and the employee's immediate family.

C. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications, calculations, and rates relative to moving expenses at the Laboratory shall be in accordance with Laboratory policy for other staff employees at the Laboratory.

D. The terms of this Article are not subject to grievance and arbitration provisions of this Agreement.

ARTICLE 21 MULTIPLE APPOINTMENTS

A. GENERAL PROVISIONS

Employees with multiple appointments will be covered by the provisions of this Agreement only for the time in which the employees are working in any appointment(s) which would place her/him in the unit, except that the time worked in per diem appointments is covered only by the provisions listed in Article 29, Positions.

B. BENEFITS

1. In the event an individual has multiple appointments, s/he shall be eligible to participate in the benefits provided in Article 4, University Benefits if:
 - a. s/he is otherwise eligible under the coverage or eligibility requirements and conditions associated with the respective benefit programs enumerated in Article 4, University Benefits and
 - b. a majority of her/his appointment(s) time occurs in positions included in the unit.
2. The total of appointment time and the determination of majority appointment shall not include calculations, which have any component of per diem or casual-restricted appointment time.

3. In the event an employee has multiple appointments of an equal percentage in different bargaining and/or PERB units, the employee's first appointment shall govern her/his benefit eligibility.

ARTICLE 22 NONDISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

1. Within the limits imposed by law or University regulations, the University shall not discriminate against employees on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, HIV status, status as a Vietnam-era veteran or special disabled veteran, age, citizenship, union activity or affiliation. For the purposes of this Article only, medical condition means any health impairment related to or associated with a diagnosis of cancer, for which a person has been rehabilitated or cured based on competent medical evidence.
2. General discrimination-related issues not related to any individual's specific complaint may be raised in the labor/management meetings defined in Article 13, Labor-Management Meetings.

B. SEXUAL HARASSMENT DEFINED

Unwelcome sexual advances, requests for sexual favors and other verbal or physical contact of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of employment, or participation in other University activity;
2. submission to or rejection of such conduct by an individual is used as a basis for evaluation in making personnel decisions affecting an individual; or
3. such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

C. GRIEVANCES

For discrimination complaints to be eligible for processing under the grievance procedure, the complaint must be eligible in accordance with Section C.1., 2., or 3., and the employee or her/his representative must file a grievance at Step 1 within thirty (30) calendar days of the date the employee knew or should have known of the alleged discrimination.

1. Allegations of a violation of this Article alone are subject to the Grievance Procedure of this Agreement through Step 2 only.
2. An alleged violation of this Article and a non-arbitrable Article shall be subject to the grievance procedure insofar as the other Article is grievable, although it shall not be subject to Arbitration.
3. Allegations of a violation of this Article, when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the contract provisions to which the grievance is connected is grievable and/or arbitrable.

D. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

With regard to grievances alleging sexual harassment, an employee who has timely filed a grievance may elect to substitute the campus/hospital/Laboratory Sexual Harassment Complaint Resolution procedure for Step 1 of the Grievance Procedure. Use of the Sexual Harassment Complaint Resolution procedure shall toll the time limits for Step 1 of the Grievance Procedure only if a grievance has been timely filed, pursuant to Article 9, Grievance Procedure, Section E.1.a.1. At any time, an employee may elect to resume the regular grievance procedure in place of the alternate procedure by written notice to the University. The University's Step 1 Grievance response will be issued within fifteen (15) calendar days after such notice to return to Step 1 of the Grievance Procedure is received by the designated campus/hospital/Laboratory official.

ARTICLE 23 NO STRIKES

- A.** During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. UPTE, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages, or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. UPTE, on behalf of its officers, agents, and members agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.
- B.** Any employee who violates this Article shall be subject to discipline up to and including termination of employment. Any discipline imposed on career employees based on a violation of this Article shall be in accordance with Article 8 – Discipline and Dismissal.
- C.** UPTE shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include but not be limited to sending written notice to the home address of all employees engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and stating that employees engaged in prohibited activity must cease such activity and immediately return to work.
- D.** Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 24 OUT-OF-CLASSIFICATION ASSIGNMENT

A. TEMPORARY REASSIGNMENT TO POSITIONS WITH HIGHER SALARY RANGE MAXIMUM

- 1. An employee who is temporarily assigned by the University to fully perform the functions of a position in a higher classification for at least twenty (20) consecutive working days or more shall be paid either 1 step [4% for employees in non-step classifications] over her/his current pay rate or the minimum of the higher position's range, whichever is higher, retroactive to the first day of the assignment.

- a. The University shall determine the duration and end date of such assignment.
- b. Such temporary assignment and resulting pay increase, if any, shall not result in the reclassification of the employee.

B. TEMPORARY REASSIGNMENT TO POSITIONS WITH LOWER SALARY RANGE MAXIMUM

An employee who is temporarily assigned to perform the duties of a position with a lower salary range maximum shall continue to receive the employee's regular rate of pay. Such temporary reassignment shall not be considered a layoff.

**ARTICLE 25
PARKING**

A. GENERAL PROVISIONS

1. The University shall provide to Technical unit employees parking and parking-related services at each campus/hospital/laboratory to the same extent and under the same conditions as normally provided for other University staff employees at the employee's location.
2. It is understood and agreed that parking spaces designated for employees may from time to time be eliminated or reassigned due to construction, special events, and/or operational needs of the University.

B. MEET AND DISCUSS PARKING RATE CHANGES

1. At least forty-five (45) calendar days prior to a campus/hospital/laboratory's implementation of new or changed parking fees to be charged to employees of this unit, the University shall inform UPTE of its intent to establish or change parking charges.
2. UPTE shall have fifteen (15) calendar days from receipt of the University's notice to request that the University meet with UPTE to discuss the changes.
3. Upon receipt of a timely written request from UPTE, the campus/hospital/laboratory shall schedule a meeting to discuss with UPTE the new or changed parking charges. Such meeting shall occur within fifteen (15) calendar days following UPTE's request to meet. Continuation of discussions beyond the implementation date specified in the notice to UPTE shall not preclude the University from implementing the new charges on the date specified in the notice to UPTE.

C. GRIEVANCES

UPTE may grieve the implementation of the parking fee without forty-five (45) calendar days' notice, with the remedy being limited to the reimbursement to affected technical unit employees of the difference between the new fee and the old fee for the number of days the notice provided was less than forty-five (45) calendar days. Otherwise, the establishment and implementation of new or changed parking services or charges are at the sole, non-grievable, non-arbitrable discretion of the University.

D. PARKING ENFORCEMENT AT LBNL

LBNL Parking Policy, RPM 1.04, including the referenced *Parking Enforcement System for LBNL Employees and Non-Employees Eligible for Parking Privileges* describes penalties for parking violations as "discipline" or "disciplinary action." For the purposes of this policy only, the term "discipline" or "disciplinary action" for parking violations means parking sanctions (e.g., suspension or revocation of parking privileges) and/or vehicle immobilization as described in the policy. Disciplinary or corrective action up to and including dismissal as specified in Article 8, Discipline and Dismissal, shall not be imposed for parking violations in and of themselves. This does not prevent the Laboratory from disciplining an employee whose violation of this policy rises to the level of misconduct under the terms of Article 8, Discipline and Dismissal.

Records of parking violations and any related parking sanctions that may be imposed shall not be included in the employee's personnel file. However, copies of disciplinary actions for violations of this policy that rise to the level of misconduct will be placed in the employee's personnel file as in the case of any other disciplinary action.

ARTICLE 26 UNION DUES AND AGENCY FEE DEDUCTIONS

A. GENERAL CONDITIONS

1. UPTE-CWA shall establish the monthly amount it requires for union members' dues and initiation fees, and the amount required of unit members for agency fees. UPTE shall certify to the University in writing the monthly union dues and agency fee amounts, and the amount of members' initiation fees. The amount of the agency fee shall not exceed the monthly dues that are payable by members of UPTE. The University agrees to deduct from the pay of represented employees the amount of agency fees and dues UPTE has certified in writing.
2. UPTE may change the amounts to be deducted from unit employees' pay once per calendar year. Any annual changes in the amounts to be deducted for UPTE dues or agency fees shall be certified to the University, in writing, at least forty-five (45) calendar days prior to the effective date of such change. All actual costs associated with changing the dues/agency fee amount (machine, programming, etc.) shall be paid by UPTE, following discussion with UPTE.
3. Dues/agency fee deductions shall be monthly or, where applicable, more frequently, in accordance with University payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.

B. DUES AND FEES

1. The payment of fair share fees and union dues through payroll deduction will continue even if the collective bargaining agreement expires.
2. Union Dues
 - a. The University will deduct from the pay of union members who have submitted a written individual authorization for the deduction of union dues, the monthly amount certified by the Union to be the dues required for the employee's membership in the Union. The employee's authorization must be provided on a form agreed upon by the parties.
 - b. Dues deductions shall be effective following the University's receipt of the

authorization form and completion of the appropriate programming and/or payroll changes.

- c. An employee may at any time cancel her/his authorization for payroll dues deduction by presenting her or his written request for termination and cancellation to the designated University office. The University will send a copy of the written request for cancellation of dues deduction to UPTe.

3. Agency Fees

- a. Employees who do not pay union dues shall pay agency fees as a condition of employment. The amount of the fee shall be deducted by the University from the wages or salary of the employee and paid to UPTe.
- b. Employees who are conscientious objectors to the payment of agency fees must apply for objector status with UPTe.
 - 1) UPTe shall determine the validity of the employee's status as a conscientious objector.
 - 2) If UPTe agrees to the objector status of the employee it shall provide monthly to the University proof of payments made to Charitable Organizations.

C. PROCESSING PAYROLL DEDUCTIONS FOR DUES AND FEES

1. For each dues/fee deduction check submitted to UPTe, each campus/lab/hospital shall deduct from the total dues amount remitted, an administrative fee of \$.07 per employee for whom dues deductions are being made in addition to \$10.00 for each check remitted. These costs will continue to be charged to UPTe on an ongoing basis.
2. Each campus/lab/hospital shall remit to UPTe, in the form of a check to an address designated by UPTe, an amount representing the dues/fees deductions less any reduction(s) referenced in Section C.1. above. Accompanying the check shall be a standard electronic and printed deduction report, which shall contain by campus/lab/hospital, by local number, an alphabetical listing of the UPTe unit members for whom payroll deductions were made. The report shall include the employee identification number, employee name, bargaining unit code, campus code, employee within unit salary, and amount withheld. Any costs associated with changing the deduction report referenced above shall be fully paid by UPTe. The report shall be provided electronically via the FTP site.

D. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll dues or fee deductions, or any part thereof, the University shall correct the deduction amounts within 30 days of notice from the Union.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal dues amount in any given pay period.
3. If the error results in payment of more than the correct amount and the Union has

received the funds, the Union shall reimburse the employees accordingly.

E. OTHER DEDUCTIONS

Payroll deductions shall be made for UPTe-sponsored programs pursuant to the provisions of the University's Accounting Manual requirements. For insured benefit programs the section of the Accounting Manual entitled "Special Regulations for Non-University Insured Benefit Program" applies. For other than insured benefit programs the section of the Accounting Manual entitled "Employee Organizations" applies.

F. INDEMNIFICATION

It is specifically agreed that the University assumes no obligation other than that specified in §A., above, or liability, financial or otherwise, arising out of the provisions of this Article. UPTe shall inform the University when the amount of the monthly dues changes. Such notice should be sent in time to provide for appropriate programming. Further, UPTe hereby agrees that it will reimburse the University for any cost and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University pursuant to this Article.

**ARTICLE 27
PERFORMANCE EVALUATION**

A. DEFINITION

Performance Evaluation is a constructive process to acknowledge the performance of a non-probationary career employee. An employee's evaluation shall be sufficiently specific to inform and guide the employee in the performance of her/his duties. Performance evaluation is not in and of itself a disciplinary procedure.

B. EVALUATION OF EMPLOYEES

1. The performance of each employee shall be evaluated at least annually, in accordance with a process established by the University. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.
2. The performance of non-probationary career employees shall be evaluated in writing at least annually on a schedule and in a manner in accordance with the campus/hospital/Laboratory/-determined performance evaluation procedure(s). At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation or add relevant materials, which may supplement or enhance the evaluation. The comments or additional relevant materials, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.
3. In the event a non-probationary career employee does not receive the written evaluation, the employee's performance for the year period shall be deemed to have been satisfactory for the purposes of salary increase.
4. The annual period within which written performance evaluations of non-probationary career employees are to be provided shall be determined by the University on a campus by campus basis.

C. DISPUTES

1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to the provisions of Article 9, Grievance Procedure of this Agreement. Such grievance concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through Steps 1 and 2 of the Grievance Procedure but shall not be eligible for review at Step 3 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and revision of the rating(s) in question.
2. Disputes arising regarding the performance evaluation of employees, including but not limited to the form, timing, procedure, impact and effects, shall not be subject to Article 9, Grievance Procedure of this Agreement, except as set forth in Section C.1. above.

ARTICLE 28 PERSONNEL FILES

A. GENERAL PROVISIONS

1. Location of Personnel Files

Personnel files may be located in an employees employing department and/or the campus/medical center/laboratory Human Resources Department.

2. Information in the Files

- a. An employee's personnel file(s) contain information pertaining, but not limited, to: employment, such as the application for employment, tests, and letters or statements of reference; pay and benefits; training; conduct; education, honors and awards; duties and job classification; performance; discipline, release, and dismissal actions; attendance; and other relevant or necessary information specified by the University.
- b. Copies of letters of disciplinary action, along with copies of proofs of service that accompany the letters, upon being provided to an employee, shall be placed in the employee's personnel file(s). The employee's written comments, if any, regarding such letters shall be placed in her/his personnel file(s). Such comments shall not require the University to change or alter the letters or the actions indicated by the letters.
- c. Letters of disciplinary action shall, upon written request of the employee, be removed from the employee's personnel file(s) if there have been no other disciplinary actions of the same or of a similar kind for a two-year period. If there have been no other disciplinary actions of the same or similar kind for a two (2) year period, materials which would be removed upon an employee's request which are more than two (2) years old will not be used or relied upon to take or support disciplinary action.
- d. Upon the employee's written request, counseling memoranda and/or written records of discussions will be removed from the employee's personnel file if there have been no other such memoranda relating to, or disciplinary action on, the same or similar issue(s) for a two-year period.

Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable/arbitrable.

- e. Items placed in an employee's personnel file(s) shall contain the date of the document's creation, and its source, and may contain the date on which the information was placed in the file.

B. EMPLOYEE AND/OR REPRESENTATIVE REVIEW OF PERSONNEL FILE(S)

1. An employee shall, upon written request to the University, have the opportunity to review her/his personnel file(s), as described in Section A., above, within a reasonable time in the presence of a representative of the University.
2. An employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review her/his personnel file(s). When granting such requests, the immediate supervisor shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity and the impact on operational requirements.
3. An individual of the employee's choice may accompany the employee when the employee is reviewing her/his personnel file(s).
4. Alternatively, an individual employee may authorize a designated representative to review the employee's personnel file(s) on the employee's behalf. Such written authorization shall be valid for a period of thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the employee.
5. When the employee has chosen a member of the Technical unit to assist in the review of the file(s), that person's release time shall be in accordance with the provisions of this Agreement.

C. PROTECTED INFORMATION

Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the employee and/or the employee's representative.

D. GRIEVANCE-RELATED FILES

Records involving the processing of an employee's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the employees' personnel file. It is not the intent of this section to exclude from the employee's personnel file final disciplinary action documents, including those that result from a settlement agreement.

E. DUPLICATION COSTS

Employees shall receive, without cost, a first copy of documents, or extracts thereof, that are located in her/his personnel file. However, employees in the Technical unit may be charged the same fees as are customarily charged other staff employees for additional copies of documents in the employee's personnel file.

**ARTICLE 29
POSITIONS /APPOINTMENTS**

A. DEFINITIONS

1. Career Appointments

- a. Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time and are expected to continue for one (1) year or longer.
- b. Beginning on January 1, 2001 a career appointment may also be established by conversion from a limited appointment pursuant to §A.2.b. of this Article.

2. Limited Appointments

Effective January 1, 2001:

- a. A limited appointment is established at any percentage of time, fixed or variable, during which the appointee is expected to be on pay status for less than one thousand 1,000 hours in a rolling twelve (12)-month period.
- b. In the event that a limited appointment employee attains 1,000 hours of qualifying service within a rolling 12 months, without a break in service of at least 120 consecutive calendar days, the incumbent's appointment shall convert to career.
 - 1) Qualifying service includes all time on pay status in one or more limited appointments at the campus/laboratory/hospital. Pay status shall not include on-call or overtime hours.
 - 2) Such career conversion shall be effective on the first day of the month following attainment of 1000 hours of qualifying service.
 - 3) Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1000-hour requirement.
- c. Employees in limited appointments may have their appointment terminated or have their time reduced at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement.
- d. An employee who is appointed to a limited appointment will be automatically terminated as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.

3. PER DIEM APPOINTMENTS

- a. Per Diem appointments are appointments at any percentage of time regardless of the duration of the appointments. These appointments are established to complement career and limited appointments when necessary to maintain appropriate staffing of the University.
- b. Employees who are in per diem title codes are covered by per diem salary rates, established at fifteen percent (15%) over the midpoint of the range.
- c. Employees in per diem appointments may be disciplined, released or have their time reduced at the sole discretion of the University and

without recourse to Article 9, Grievance Procedure or Article 3, Arbitration Procedure of this Agreement, except as set forth in §A.3.d. of this Article.

d. Special Per Diem Rights

Effective January 1, 2001, Per Diem employees who work 1,000 hours, exclusive of overtime and on-call hours, within the following twelve-month (12 month) period, and who provide the University with a commitment to work in the future at least 50% time, will be eligible for coverage by Article 8- Discipline and Dismissal and the related portions of Article 3-Arbitration Procedure and Article 9-Grievance Procedure.

- 1) Failure to comply with minimum scheduling requirements may result in release from employment at any time at the sole discretion of the University and without access to Article 9 – Grievance Procedure.
- 2) In the event a Per Diem employee rescinds her/his fifty percent (50%) work commitment, or fails to work 50% time or 1000 hours as scheduled within a twelve (12)-month period, s/he waives her/his right to Articles 3-Arbitration Procedure, 8- Discipline and Dismissal, and 9-Grievance Procedure.

- e. Use of Article 9, Grievance Procedure, and Article 3, Arbitration Procedure of this Agreement by employees in Per Diem positions is limited to alleged violations of the Wage, Overtime, and Work Rules provisions of the Agreement, except as set forth in §A.3.d. of this Article.

4. Reassignment

The reassignment of an employee in a full-time career appointment to a partial-year appointment, to a part-time appointment, or to a limited appointment, at a fixed or variable percentage of time shall be considered a reduction in time and must be carried out in accordance with the provisions of Article 14, Layoff and Reduction in Time.

5. Partial-year Appointments

a. General Provisions

Partial-year appointments are career appointments established with regularly scheduled periods during which the incumbents remain employees but are not at work. These scheduled periods during which employees are not at work are designated as furloughs and are without pay. Furlough periods are not to exceed a total of three (3) months in each calendar year.

When calculating time in pay status during a calendar year the University shall include any period of time for which an employee receives pay for time worked, or for time on paid leave. Paid leave time includes compensatory time off, sick leave, extended sick leave, vacations, holidays, or military leave with pay. Lump-sum payments for terminal vacation do not represent time on pay status.

b. Pay

Employees with partial-year career appointments may choose either to receive paychecks during pay periods worked only, or to distribute their pay so that they will receive twelve (12) (or the bi-weekly equivalent) paychecks throughout the year. Employees who occupy partial-year career positions and who elect the pay-over-twelve (12) months option must occupy the partial-year career position at least nine (9) months (or the bi-weekly equivalent) before receiving pay during the furlough period.

c. Benefits

An employee in a designated partial-year career appointment shall be provided the University's contribution to the cost of applicable University-sponsored benefits in accordance with the provisions of Article 4, University Benefits. For health plans which require an employee contribution, employees on furlough must remit the amount of the employee's contributions in accordance with the applicable plan rules to remain in force.

d. Benefit coverage, including all types of insurance coverage, shall be in accordance with applicable plan rules.

e. Time on furlough is not qualifying time for vacation leave, sick leave, holiday pay, or service computation for seniority or retirement.

6. Temporary Employment Pools & Floater Appointments

a. Definition

Temporary employment pools are operated by Human Resource Departments to serve campus/hospital/laboratory staffing needs.

1) The primary goal of the Temporary Employment Program (TEP) is to provide immediate administrative and technical support services to the University departments. Departments utilize TEP employees to complete special projects, to respond to workload fluctuations that are unusual or episodic in nature, to fill in for employees who are on leave, or to fill in during a recruitment period.

2) A second goal is to provide the campus/laboratory/hospital with a viable source of candidates for its career and limited appointments.

b. Individuals employed in temporary employment pools shall be appointed to a floater appointment.

1) A "Floater Appointment" is an appointment reserved for use in temporary employment pools, established at any percent of full time up to eighteen (18) months in duration.

2) An employee in a floater appointment is not a Career, Casual-Restricted, Academic, Limited Appointment, or Per Diem employee.

- 3) An employee with a Floater Appointment is “at will” and may be released from a Temporary Employment Pool without just cause.

c. Conversion to Career

- 1) Individuals in floater appointments for a period of more than eighteen (18) months without a break in service of one hundred twenty (120) consecutive calendar days, shall be converted to a career appointment on the first day of the month following completion of the 18-month floater appointment.
- 2) If an individual in a floater appointment has a break in service for a period of 120 consecutive calendar days, that individual may be re-hired into a new floater appointment.

d. Scheduling

Employees holding floater appointments may be scheduled or not scheduled, or released from any assignment as determined by the University. Assignment to a floater appointment is not a guarantee of work.

e. Benefits

Employees in floater appointments will receive Health and Welfare benefits in accordance with University Benefit Eligibility rules. DCP contributions shall be required.

f. Contract Coverage

When Floater appointees are assigned to title codes covered by this contract, they are covered by the following Articles of this Agreement: Access, Agreement, Duration, Health and Safety, Holidays, Hours of Work, Management Rights, Military Leave, Nondiscrimination in Employment, No Strikes, Parking, Payroll Deduction, Personnel Files, Positions, Reasonable Accommodation, Severability, Shift Differential, Sick Leave, Uniforms, Vacation, appropriate sections of Wages, Waiver, Work-Incurred Injury or Illness, and Work Rules. Floater Appointees may use the grievance and arbitration procedures of this Agreement only to the extent provided in the applicable portions of the Articles identified in this Section.

- g. The University shall notify UPTe at least 45 calendar days prior to establishing a Temporary Employment Pool (TEP) operated by the Human Resources Department at a campus/laboratory/hospital that does not have an existing TEP as of January 1, 2001. Upon receipt of a timely written request from UPTe, the campus/laboratory/hospital shall meet and discuss the establishment of the Temporary Employment Pool prior to implementation.

h. Employment Information Lists:

- 1) Each campus/laboratory/hospital having an existing Temporary Employment Pool operated by the Human Resources Department as of January 1, 2001, shall provide electronically to UPTe an initial list of those individuals represented under this agreement who were employed in the Temporary Employment Pool as of that

date. Such list shall be provided to UPTe by February 16, 2001. The initial list shall include: employee name, employee identification number, department name, date assigned to the TEP, and appointment title code and title name at the time the report is produced.

- 2) Any campus/laboratory/hospital which subsequently initiates a Temporary Employment Pool operated by the Human Resources Department shall provide UPTe with an initial report within 60 days of the implementation of the TEP.
- 3) Each campus/laboratory/hospital having a Temporary Employment Pool operated by the Human Resources Department will provide UPTe with a change report once each month beginning 30 days after provision of the initial list. This monthly change report will provide the information identified in §h.1 above for all new hires into the TEP and all TEP employees who have separated from employment. Such change reports shall continue until the University's FTP Information site provides an indicator to identify individuals in Floater Appointments.

7. Rehired Retirees

Rehired Retirees working in positions covered by this unit will be eligible to elect to waive future retirement accruals to the same extent that other rehired retirees in staff positions are eligible.

B. LAWRENCE BERKELEY NATIONAL LABORATORY

The definitions of temporary and indeterminate positions in effect at PERB's certification of UPTe-CWA Local 9119, on December 1, 1994, shall remain in effect.

**ARTICLE 30
PROBATIONARY PERIOD**

A. GENERAL CONDITIONS

1. Employees in career appointments shall serve a probationary period of six (6) months of continuous service at one-half ($\frac{1}{2}$) time or more without a break in service, commencing on the first day of actual work.
2. Time on leave, with or without pay, is not qualifying service for the completion of the probationary period.
3. During a full probationary period, the employees' work performance and general suitability for University employment shall be evaluated in writing, at or near the midpoint.
4. Employees who are rehired following a break in service shall be required to serve a new probationary period whether or not they previously completed a probationary period.

B. MOVEMENT BETWEEN NON-CAREER & CAREER APPOINTMENTS

1. A non-career employee appointed, transferred or promoted to a career appointment within the unit may, at the sole non-grievable discretion of the

University, be required to serve a six (6) month probationary period upon employment in the career position.

2. However, a non-career employee in a limited appointment who has met the criteria in Article 29 §A.2.b. for conversion to career status and who has worked in the same limited appointment in which s/he is directly converted will have such time in that appointment applied against the probationary period for the new career appointment. For the purposes of this provision, "same appointment" means an appointment in the same department/unit and with the same duties as the appointment to which the individual was assigned prior to conversion, and which reports to the same supervisor as did the previous limited appointment.
3. A non-career employee in a limited appointment who has at least six (6) months of continuous service at 50% time or more in a non-career appointment and who is appointed or is converted in accordance with Article 29 – Positions/Appointments, §A.2.b. to a career position with substantially similar job duties shall have three (3) months service credit toward completion of her/his probationary period in the new career position.

C. EXTENSION OF PROBATIONARY PERIOD

The University may choose to extend an employee's probationary period. Such an extension shall be for a specific period of time not to exceed three (3) months. At least seven (7) calendar days prior to the effective date of the probationary period extension, the University shall provide the employee with written notification of the extension of the probationary period, including the period's end date and the reason(s) for the extension.

D. RELEASE DURING PROBATIONARY PERIOD

Prior to the completion of the probationary period, an employee may be released at the sole discretion of the University. The employee shall be informed of the general reason(s) for her/his release.

E. DISPUTES

1. Except for the University's failure to provide a performance evaluation pursuant to A.3, above, actions taken by the University under the provisions of this Article are not subject to the grievance or arbitration procedures of the Agreement, except as provided in E.2.
2. In the event an employee alleges that the University failed to provide a performance evaluation as provided in A.3, above, the remedy shall be limited to evaluating the employee's performance in writing.

**ARTICLE 31
REASONABLE ACCOMMODATION**

A. GENERAL PROVISIONS

1. The University provides reasonable accommodation to otherwise qualified employees who become disabled and need assistance to perform the essential functions of their positions.
2. After receipt of medical documentation from a qualified employee with a disability, the University will determine what assistance will be offered to the employee. This assistance may consist of information about vocational

rehabilitation services. The findings in the medical documentation provided by the employee may be subject to confirmation by a University-appointed physician. The University will pay the cost of a University-appointed physician.

B. SPECIAL SELECTION FOR OTHER POSITIONS

A non-probationary career employee who becomes disabled and who has received vocational rehabilitation services may be selected for a position without the requirement that the position be publicized.

C. TRIAL EMPLOYMENT

When recommended by a vocational rehabilitation counselor and approved by the appropriate University official, a non-probationary career employee who becomes a qualified employee with a disability may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one year, shall be determined by the counselor in consultation with the employing department/division head. Positions used for trial employment shall not be designated as career positions, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.

**ARTICLE 32
RELEASE TIME FOR BARGAINING**

- A.** UPTe shall designate as a bargaining team member not more than one (1) active status University Technical Unit employee per campus, for a total of eleven (11) bargaining team members from the Technical Unit. UPTe shall provide in writing the names of the designated permanent members of its bargaining team to the Office of Labor Relations at least thirty (30) calendar days prior to the first scheduled bargaining session. In the event any designated member is to be permanently replaced, the name of the permanent replacement shall be communicated in writing to the Office of Labor Relations. The Office of Labor Relations shall acknowledge in writing the newly designated permanent replacement, and inform the appropriate work location. Such notification of a permanent replacement shall be made to the Office of Labor Relations two (2) workweeks prior to the first scheduled bargaining session to be attended by the replacement employee. Designated team members who are members of the Systemwide Technical Unit may be released from their work assignments without loss of straight-time pay to attend scheduled bargaining sessions. Alternates or substitutes for any of the designated team members may be permitted when UPTe has provided the University with the name and work location of the replacement at least two (2) weeks in advance of the date of the change, unless the parties agree to a shorter notice period.
- B.** No more than a total of nine (9) Technical Unit employees shall be in without-loss-of-straight-time pay and benefits status for attendance at scheduled bargaining sessions, including reasonable travel time to attend bargaining sessions. Without-loss-of-straight-time-pay status shall be provided only for bargaining sessions, and only for the days which the member would have been scheduled to work had s/he not been released from her/his work assignments to attend scheduled bargaining sessions. The hours for which any of the designated union bargaining team members are in without-loss-of-straight-time-pay status shall not exceed the bargaining team member's actual scheduled work hours for any one day of a scheduled bargaining session and shall not exceed forty (40) hours per week. Time in without-loss-of-straight-time status for the purpose of bargaining shall not count in the calculation of overtime, and will not result in any double payment for the hours in such status. Deviation from this paragraph may be made only by mutual agreement of the parties on a case-by-case basis.

- C. Bargaining sessions are defined as the pre-scheduled face-to-face meetings, and related caucuses during meeting days, for the purpose of negotiating terms and conditions of an Agreement. If no meeting actually takes place during the scheduled meeting day as the result of the University's unavailability to appear at the bargaining table, or the University agrees that a full-day union bargaining team caucus is necessary to the bargaining process, the University may designate a day without a face-to-face meeting as a "bargaining session".
- D. An employee designated as a Technical Unit bargaining team member shall provide her/his supervisor with written notice of their intent to attend scheduled bargaining sessions as soon as practicable following the scheduling of bargaining sessions. A bargaining team representative may be denied release time for bargaining, either in paid or unpaid status, if her/his supervisor is not provided at least fourteen (14) calendar days prior notice of her/his need for release time, unless the parties agree to a shorter notice period.
- E. UPTE shall provide an attendance roster at the end of each bargaining session.
- F. Reasonable travel time means actual travel, via the most expeditious method of transportation available, to and from scheduled bargaining sessions for the designated employees.
- G. Attendance by a bargaining team member at scheduled bargaining sessions shall constitute fulfillment of the employee's work obligation for that day.
- H. The University shall make a good faith effort to modify a bargaining team member's work schedule in order to accommodate her/his participation in bargaining sessions.

ARTICLE 33 RESIGNATION/JOB ABANDONMENT

A. RESIGNATION

1. Employees who voluntarily separate from employment with the University, other than retirement, are considered to have resigned their employment with the University.
2. Upon the employee's submission of a written notice of resignation there shall be no withdrawal or rescinding of the resignation except by the written mutual agreement of the University and the employee.
3. In the event an employee provides an oral notice of resignation, s/he may rescind such notice within two scheduled work days following the oral notice. If such oral notice is not rescinded within the two (2) work-day limit, there shall be no withdrawal or rescission of her/his resignation except by the written mutual agreement of the University and the employee.
4. With the exception of retirement, any and all compensation owed to an employee who resigns shall be provided to her/him on the date of the next regular payroll check-writing following receipt of the appropriate payroll-related papers in the payroll department, but no later than forty-five (45) calendar days following the employee's resignation. The paperwork initiating the resigned employee's final paycheck shall be initiated as soon as practicable following her/his resignation.

Retirement compensation shall be provided pursuant to retirement plan regulations.

B. JOB ABANDONMENT

Failure to report to work as scheduled for five (5) consecutive work days may be treated by the University as an employee's job abandonment resulting in her/his resignation:

1. In the case of job abandonment, the University shall provide the employee with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address.
2. The employee shall have fourteen (14) calendar days from the mailing of such notice to respond to the University prior to her/his separation. The response may, at the option of the employee, be in writing or may be a meeting with a designated University official. The official must have the authority to effectively recommend reinstatement of the employee.
3. Following the employee's timely response, or if no response was provided within fourteen (14) calendar days, the decision of the designated University official is not subject to the grievance and/or arbitration provisions of this Agreement.

**ARTICLE 34
SEVERABILITY**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall promptly meet and confer in good faith with respect to any provision found to be in contravention of the law, in order to agree on a substitute provision.

**ARTICLE 35
SHIFT DIFFERENTIAL**

A. GENERAL PROVISIONS

Eligible employees assigned to an evening or night shift shall be paid a shift differential for all hours including overtime which are worked, in accordance with the following provisions. Shift differential rates by location are listed in Appendix E. Work that is scheduled during the evening or night hours on the basis of convenience to the employee shall not be considered an assigned evening or night shift for the purpose of receiving shift differential.

B. EVENING AND NIGHT SHIFTS

An evening or night shift differential shall be paid for all hours of a shift when four (4) hours or more of a shift are worked after 5:00 p.m. and before 8:00 am.

C. DAY SHIFT EMPLOYEE ELIGIBILITY FOR SHIFT DIFFERENTIALS

An employee regularly assigned to a day shift of eight (8) hours or longer shall be paid a shift differential for overtime hours when:

1. the overtime hours are worked after 5:00 p.m. and before 8:00 a.m.,
2. the total overtime hours in one twenty-four (24) hour day are equal to at least one-half (1/2) of the number of regular hours in the employee's day shift, and
3. the overtime is not compensated at a premium rate.

D. TEMPORARY ASSIGNMENT TO SHIFT WITHOUT A DIFFERENTIAL

When an employee who usually works on an evening or night shift is temporarily assigned to a day shift for a period of four (4) working days or less, the employee shall continue to receive any shift differential. A temporary change of four (4) working days or less in shift assignment initiated by the employee is not covered by this provision.

E. SHIFT DIFFERENTIAL WHEN ON PAID LEAVE

The shift differential shall be included in payments for all types of paid leave, provided that the employee would have been expected to work that shift or shifts if the employee were not on paid leave.

F. SHIFT ASSIGNMENTS TO TITLES WITHOUT ESTABLISHED SHIFT DIFFERENTIAL RATES

Prior to assigning a shift differential rate to a classification that does not have an established rate, the University and UPTe must negotiate the shift differential rate to be assigned to that classification.

G. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications, calculations, covered hours and rates in effect at PERB's certification of UPTe-CWA Local 9119, on December 1, 1994, relative to Shift Differential at the Lawrence Berkeley National Laboratory that are in conflict with the Agreement shall remain in effect for employees at the Laboratory. Shift Differential rates are listed in Appendix F.

**ARTICLE 36
SICK LEAVE**

A. ACCUMULATION OF SICK LEAVE CREDIT

1. After a campus implements the Factor Accrual System, an eligible employee shall earn sick leave credit at the rate of .046154 hours per hour on pay status, including paid holiday hours but excluding all paid overtime hours.
2. For campuses retaining the Table Accrual System, an eligible employee shall earn sick leave credit at the rate of eight (8) hours per month for full-time employment. Sick leave credit is earned proportionately, as set forth in the Sick Leave Credit Table below, for hours on pay status over one-half (□) of the full-time working hours of the month but less than full-time.

3. Until a campus implements the Factor Accrual System, current accrual practices will remain in place.

SICK LEAVE CREDIT TABLE
-----Number of Hours on Pay Status-----

<u>160-Hour*</u> <u>Month</u>	<u>168-Hour*</u> <u>Month</u>	<u>176-Hour*</u> <u>Month</u>	<u>184-Hour*</u> <u>Month</u>	<u>Percent</u> <u>of Time</u> <u>on Pay</u> <u>Status</u>	<u>Hours</u> <u>of Sick</u> <u>Leave</u> <u>Earned</u>
0 - 79	0- 83	0 - 87	0 - 91	0 - 49	0
80 - 89	84 - 94	88 - 98	92 - 103	50 - 56	4
90 - 109	95 - 115	99 - 120	104 - 126	57 - 68	5
110 - 129	116 - 136	121 - 142	127 - 149	69 - 80	6
130 - 149	137 - 157	143 - 164	150 - 172	81 - 93	7
150 - 160	158 - 168	165 - 176	173 - 184	94 - 100	8

*Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

4. An employee must be on pay status for at least one-half (1/2) of the working hours of a month or quadri-weekly cycle to earn sick leave credit for that month or quadri-weekly cycle. Time on pay status in excess of a full-time work schedule does not earn sick leave credit. Sick leave is earned during leave with pay. For the purposes of this Agreement, a quadri-weekly cycle is defined as two bi-weekly pay periods designated by the University to be considered as one unit for the purpose of leave accrual.
5. For employees on either system, earned sick leave for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate sick leave credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.
6. The number of sick leave hours, which may be accumulated, is unlimited.

B. ELIGIBILITY AND USE OF ACCUMULATED SICK LEAVE

1. General Provisions

- a. Requests for the use of sick leave shall be made in accordance with campus or departmental procedures.
- b. Sick leave is to be used for medical appointments with advance approval, personal illness or personal disability; and for the death or serious illness of others as provided in Section B.3. and Section B.4., below. In the case of medical appointments, a request for sick leave shall not be unreasonable denied.
- c. Sick leave shall not be used prior to the time it is credited. Sick leave shall not be used in excess of the employee's normally scheduled hours or work for the day or days for which the sick leave is claimed. Sick leave shall not be used beyond a predetermined date of separation, including retirement or layoff, or beyond a predetermined date beginning a leave of absence without pay.

2. Pregnancy

A pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she is no longer able to work or the date of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that she is physically unable to perform the normal duties of her job.

3. Care of Others

Up to thirty (30) days of accumulated sick leave per year may be used when the employee is required to be in attendance or to provide care of either:

- a. The serious illness of the employee's parent, spouse, child(ren), brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household; or
- b. The employee's spouse, parent(s) or child(ren), suffering from a "serious health condition" as defined in Article 16, Leaves of Absence, Section B.1.d.
- c. Sick leave granted under this section may be used to offset unpaid Family Care and Medical Leave granted pursuant to Article 16, Leaves of Absence.

4. Bereavement

Sick leave for bereavement purposes may be used as follows:

- a. Up to five (5) days of accumulated sick leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household.
- b. In the event an employee has a personal obligation for a person other than someone in Section 4.a., above, the employee shall be permitted to use up to five (5) days of accrued sick leave per calendar year for funeral attendance/bereavement.

5. Illness while on Vacation

If, while on vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, the employee may use accumulated sick leave for that personal illness. Sick leave may not be used for illness of a family member during the employees' vacation.

C. SICK LEAVE PAY

Sick leave is paid at the employee's straight-time rate of pay including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on sick leave.

D. SICK LEAVE NOTIFICATION AND VERIFICATION

1. No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee. Subsequent to an employee's notice of illness/disability, no time for which the employee has requested and/or received sick leave authorization may be charged to accumulated/anticipated compensatory time, leave with pay, vacation, or holiday time, except as provided in Article 16, Leaves of Absence.
2. Any employee who anticipates a series of three (3) or more medical appointments which will require a repeated use of sick leave, or who knows in advance the date and/or time of scheduled appointments, shall inform her/his immediate supervisor of the anticipated or known schedule of treatment.
3. The University may require reasonable documentation of an employee's sick leave absence when an absence exceeds three (3) consecutive scheduled days of work, or for shorter periods when:
 - a. it appears to be justified and,
 - b. notice has been provided to the employee prior to her/his return to work, that documentation will be required, or
 - c. the employee has been given advance written notice that documentation will be required.
4. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.
5. When medical documentation is required by the University, it shall be from a health practitioner licensed by the state in which s/he practices to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program.
6. The University may have an employee claiming disability examined by a physician or physicians of its choosing, in accordance with Article 16, Leaves of Absence. The University shall pay the reasonable costs of any such medical examination and , when practical, shall send the employee to a physician of its choosing on the employee's work time.
7. When the University has determined that an employee's repeated use of sick leave is abusive, and has given the employee prior written notice that accrued sick leave use may be denied on future instances of illness, such employee may be denied the ability to use her/his accrued sick leave when absent due to illness.

E. TRANSFER AND REINSTATEMENT OF SICK LEAVE

1. Transfer/Promotion/Demotion to Positions Covered by this Agreement
 - a. An employee transferred, promoted, or demoted without a break in service to a position that does accumulate sick leave shall have any accumulated sick leave transferred.
 - b. An employee transferred, promoted, or demoted to a position that does not accumulate sick leave shall have her/his accumulated sick leave held in abeyance. If the employee subsequently moves without a break in service to a position, which does accumulate sick leave, the previously accumulated sick leave shall be restored.
 - c. An employee who has been laid off and is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all sick leave accumulated from prior service reinstated.
2. Reemployment in Positions Covered by this Agreement
 - a. An employee re-employed from University service or State of California service into the bargaining unit after a break in service of less than fifteen (15) calendar days shall have all sick leave accumulated from prior service reinstated if the new position is one which accumulates sick leave.
 - b. An employee re-employed in this bargaining unit after a break in service of more than fifteen (15) calendar days but less than six (6) months shall have sick leave accumulated from prior service up to a maximum of 80 hours reinstated. For purposes of this Section E.2. only, "sick leave accumulated from prior service" includes sick leave accumulated in State of California service.
3. Transfer/Promotion/Demotion to Positions Not Covered by this Agreement
 - a. An employee who is transferred, promoted, or demoted into a position not covered by this Agreement shall have the accumulation, use, and transfer of sick leave governed by the policies and/or contract covering employees in that unit or personnel program.
 - b. This Article shall apply to employees with split/multiple appointments in accordance with the provisions of Article 21, Multiple Appointments.

F. CONVERSION OF SICK LEAVE ON RETIREMENT

Upon retirement, members of the University of California Retirement System shall have their accumulated sick leave converted to retirement service credit at the rate authorized by the University of California Retirement System for each day of unused accumulated sick leave.

G. CATASTROPHIC LEAVE

When the University implements a catastrophic leave program at a campus/hospital/laboratory, or a department at any of these locations, the provisions of the program shall apply equally to eligible employees covered by this Agreement.

**ARTICLE 37
SUBCONTRACTING**

- A.** The University retains the right to subcontract all or any portions of operations. When the University decides to subcontract, and such subcontract will result in the layoff including reduction of time of employees in the bargaining unit, the University will provide UPTE with a copy of the Request for Proposals (RFP) as soon as feasible after it is issued. In the event no RFP is issued and the subcontract will result in bargaining unit employee layoffs including reductions of time, the University will give at least sixty (60) calendar days notice prior to the commencement of work by the contractor.
- B.** Prior to the commencement of the work that has been subcontracted and following receipt of a timely request from UPTE, the University shall meet with UPTE to discuss the effects of subcontracting upon bargaining unit employees who may be laid off. Failure to conclude such discussions, if any, prior to the date on which the subcontracted work begins, shall not preclude the University from implementing the subcontracting on the date agreed upon by the University and the subcontractor or the layoff of employees pursuant to Article 14, Layoff and Reduction in Time.
- C.** When subcontracting results in layoff and the laid off employee is not offered a position by the subcontractor or a University position at the same or higher percentage of time and in a class with the same or higher salary range maximum within sixty (60) days of her/his last day of employment with the University, the University shall meet and discuss with UPTE, upon their request, campus transition assistance programs, if any.

**ARTICLE 38
TRANSFER/PROMOTION/RECLASSIFICATION**

A. GENERAL PROVISIONS

Until a campus/hospital/laboratory implements an electronic recruitment system, a notice of vacant positions shall be distributed and/or posted in accordance with current practice(s). Prior to implementing an electronic recruitment system, the campus will provide to all employees information about the employee application process under the new system. Any new electronic recruitment process shall be generally accessible to employees and shall have a method available for employees to determine classifications or positions that are generally available to all employees for application, in accordance with the campus system. The University shall provide or make accessible to UPTE a regular list of and information about positions that are under recruitment. UPTE and campus/hospital/laboratory representatives will establish a procedure for accessing the information.

B. RELEASE TIME FOR UNIVERSITY INTERVIEWS

Employees who are scheduled for a job interview at the same location as the employee's current position shall be granted reasonable time off with pay, as determined by the University, if the interview has been scheduled during the employee's normal work hours. An employee scheduled for a job interview at a campus/hospital/laboratory other than where the employee is currently employed shall be granted reasonable time off with pay, as determined by the University, for an amount of time normally equal to the time that would be required for an interview on the employee's own campus/hospital/laboratory, if the interview has been scheduled during the employee's normal work hours.

C. FILLING VACANT POSITIONS

1. An active vacant bargaining unit position shall be filled in the following order:
 - a. by recall of a qualified indefinitely laid off non-probationary career employee in accordance with Section D.4. of Article 14, Layoff and Reduction in Time;
 - b. by preferential rehire of a qualified indefinitely laid off non-probationary career employee in accordance with Section D.5., or Article 14, Layoff and Reduction in Time;
 - c. by any other qualified applicant.
2. When "other qualified applicants" are substantially equally qualified, the University shall first consider providing transfer and promotion opportunities to qualified career employee applicants, including considering their work performance history and experience.
3. In those instances where the University is considering the employment qualifications of individuals available for reasonable accommodation or reemployment following medical separation, the provisions of Section C.1. need not apply.

D. EMPLOYEE TRANSFERS/PROMOTIONS

1. In considering an employee for transfer and promotion, the University shall consider the employee's University work performance and experience.
2. Upon promotion, an employee shall be compensated at a rate at least equivalent to the minimum of the salary range of the new class. In addition, the University at its sole non-grievable discretion may determine that the employee should receive an increase to greater than the minimum of the salary range of the new class. The University may exercise this sole non-grievable discretion on a location-by-location basis and on a promotion-by-promotion basis and on a non-precedential basis. In those instances where such discretion is exercised the resultant individual rate of pay shall not exceed the maximum of the position salary range.
3. Upon upward reclassification, an employee shall be granted a salary increase to the minimum of the salary range of the new class or 1 step [4% for non-step based employees], whichever is greater, provided that the new rate does not exceed the maximum of the new class.
4. In accordance with campus/hospital/laboratory practice, the University shall inform employees of career development and/or training programs, which might assist them with transfers and/or promotions.
5. An employee who has been laid off and is rehired at another University location within the employee's period of recall will be eligible for the following as a result of no break in service:
 - a. reinstatement of all sick leave accumulated from prior service,
 - b. reinstatement of vacation accrual rate,
 - c. calculation of University service based on full-time equivalent months (or hours) of University service, and

- d. buy-back of UCRP service credit according to the University Benefit Regulations.

Decisions or actions taken or not taken with regard to transfer and promotion are not subject to Article 9, Grievance Procedure or Article 3, Arbitration Procedure of this Agreement.

E. MOVEMENT BETWEEN POSITIONS/REASSIGNMENT

1. Request for Classification Review

- a. An employee may request a review of the classification of her/his position. The review shall be based on the employee's job description, as approved by her/his supervisor.
- b. Decisions regarding the promotion, demotion, reclassification, transfer or reassignment of an employee are not subject to the grievance or arbitration provisions of this Agreement. However, an employee may request a review of a classification decision in accordance with campus/hospital/laboratory procedures.
- c. If the employee makes the request for review of a classification and the supervisor fails to respond within thirty (30) calendar days, the employee may forward the request to the designated University office responsible for classification review. Upon request by the employee, the designated University office shall acknowledge receipt of the request for classification review. Within 120 days from the date of receipt of the completed request and attached packet as determined by the location, the University shall issue the results of the review in writing.
- d. The salary adjustment, resulting from a reclassification, if any, shall be retroactive to the first day of the month following the date on which the request to the designated University office was received.
- e. An employee may request a review of a decision denying a reclassification. The request for a review shall be made in writing to the Human Resources Office within thirty (30) calendar days of the date on which the reclassification decision was issued. The request shall state the basis upon which the employee is requesting a review. The result of the review shall be issued in writing by a representative of the Human Resources Office. The representative who issues the second decision may not be the same individual who performed the initial review.

2. Salary Adjustments

Upon movement between positions with different salary range maximums, or the reclassification of the employee's position, an employee shall receive a salary that is within the range of the new classification.

**ARTICLE 39
TRAVEL REIMBURSEMENT**

A. GENERAL PROVISIONS

Employees are eligible to receive travel reimbursement in accordance with applicable University or Laboratory policies and/or procedures.

B. REIMBURSEMENTS

1. The policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to travel reimbursement(s) shall be applied, changed, or implemented for employees in the Technical unit in the same manner as for other staff employees in the University, except as provided in Section C., below.
2. The daily total per diem rate maximum in effect at the time of contract implementation is: \$37.00 for meal(s) and incidental expenses for travel in excess of twenty-four (24) hours. For travel that begins before 7:00 a.m. or ends after 7:00 p.m. and lasts more than ten (10) hours but less than twenty-four (24) hours, employees are allowed to claim reimbursement for meal(s) and incidental expenses up to a maximum of \$26.00. These rates are subject to change, consistent with the provisions of Section B.1., above.
3. The University may determine, on a department-by-department basis and consistent with the Business and Finance Bulletin, the requirements for reporting travel expenses.
4. Per diem reimbursement rates reflect the maximum daily reimbursement provided for specific subsistence expenses, including meals. Other travel-related reimbursements, including but not limited to mileage, transportation, toll fees, and parking fees are provided in addition to the per diem reimbursement rates listed in Section B.2., above.
5. When subsistence expense(s) are paid directly by the University, the employee's per diem reimbursement eligibility will be reduced accordingly.
6. University-approved out-of-state lodging expenses will be reimbursed based on the expenses actually incurred as supported by receipts, provided the University gave prior approval for or requires actual-expense reimbursements.

C. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to per diem rates at the Laboratory shall be applied, changed, or implemented for employees in the Technical unit in the same manner as for other staff employees at the Laboratory.

**ARTICLE 40
UNIFORMS, PROTECTIVE CLOTHING, TOOLS & EQUIPMENT**

A. UNIFORMS

1. General Provisions Uniforms are attire required by the University to be worn in the performance of assigned duties.

2. Purchasing and Reimbursement

- a. The University shall have the sole discretion to determine if a uniform shall be worn, who shall wear a uniform and the conditions under which it must be worn. Employees shall wear the uniform and maintain a proper appearance as specified by the University.
- b. When a uniform is required by the University, an employee shall be responsible, at the time of employment, for the purchase of uniform components specified by the University.
- c. Where the University currently provides either uniforms or reimbursement for uniforms and, for as long as the University continues its requirement that the uniform be worn, it will provide, at its sole non-grievable, non-arbitrable discretion, either the uniform or the reimbursement for the uniform at the current rate.

3. Laundering

Where laundering of uniforms is currently provided by the University, such laundering shall continue while the requirement for uniforms continues.

B. PROTECTIVE CLOTHING AND SAFETY EQUIPMENT

1. General Provisions

Protective work clothing is attire worn over or in place of regular clothing to protect the employee's clothing from damage or abnormal soiling or to maintain a sanitary environment and includes laboratory coats, shop coats, aprons, scrubs, and surgical gowns. Protective work clothing is provided by the University. Safety equipment protects the employee and includes head covers, gloves, goggles, prescription safety glasses, and safety shoes. At the reasonable request of the employee, the University shall review the need to provide safety equipment.

2. Purchase and Replacement

Protective work clothing and safety equipment, except prescription lenses and sized safety shoes, which were provided to an employee by the University for use on the job, shall be returned upon completion of the assignment. University-provided items lost or damaged due to employee negligence shall be replaced at the employee's expense. University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University. An employee required to wear prescription safety glasses will pay for the medical eye examinations. The University shall supply the safety lenses and frames selected by the University.

Where federal and/or state safety regulations or the University requires an employee to wear safety-shoes, the University will provide the employees with safety shoes or reimburse the employee up to \$80 per year for the employee's purchase of safety-shoes (upon proof of purchase). This provision shall not apply at locations where current safety shoe purchase/reimbursement programs exceed those required by this paragraph.

If an employee believes that a refusal to provide safety equipment or clothing would result in an abnormally hazardous or dangerous task as defined in and in

violation of Article 10, Section B, Health and Safety, the employee may pursue the alleged violation in accordance with Article 10, Sections B, D and E.

3. Shoes Restricted to the Worksite

In those work locations where the University does not permit employees to wear or take home the shoes s/he wears at the work site, the University will, when those shoes are worn out, either supply the employee with replacement shoes or reimburse the employee for the reasonable replacement costs of her/his work shoes. Both the determination of when shoes are worn out, and the decision to either provide replacement shoes or reimburse the employee for the reasonable costs of replacing worn-out shoes, are at the sole non-grievable, non-arbitrable discretion of the University.

C. TOOLS AND EQUIPMENT

1. The University shall furnish and make reasonable attempt to maintain in safe working conditions the workplace tools and equipment required for employees to carry out the duties of their positions.
2. The University shall have no responsibility to provide, maintain and/or reimburse employees for tools and/or equipment, which are not the property of the University. Additionally, the University is not required to provide equipment different than that, which is determined by the University to be necessary for the safe conduct of University business.

**ARTICLE 41
VACATION**

A. VACATION ACCRUALS/CREDIT

1. Until a campus implements the following Factor Accrual System, current accrual practices will remain in place.
2. After a campus implements the following Factor Accrual System, an eligible employee shall earn vacation credit each month or quadri-weekly cycle based on the number of hours on pay status for that month or quadri-weekly cycle at the following rates:

<u>YEARS OF QUALIFYING SERVICE</u>	<u>PER HOUR ON PAY STATUS*</u>	<u>APPROXIMATE YEARLY EARNING**</u>	<u>MAXIMUM ACCUMULATED BALANCE</u>
Less than 10	.057692	15 days	240 hour
10 but less than 15	.069231	18 days	288 hours
15 but less than 20	.080769	21 days	336 hours
20 or more	.092308	24 days	384 hours

*Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

** Full-time rate.

3. For campuses retaining the Table Accrual System, an eligible employee shall earn vacation credit each month based on the number of hours on pay status for that month at the following rates:

- a. ten (10) hours per month for a full-time employee with less than ten (10) years of qualifying service;
 - b. twelve (12) hours per month for a full-time employee with at least ten (10) but less than fifteen (15) years of qualifying service;
 - c. fourteen (14) hours per month for a full-time employee with at least fifteen (15) but less than twenty (20) years of qualifying service; and
 - d. sixteen (16) hours per month for a full-time employee with twenty (20) years or more of qualifying service.
4. Earned vacation for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate vacation credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.
 5. Employees in titles formerly covered by the Administrative & Professional Staff Program as of September 1, 1997, shall continue to accrue vacation under the A&PS schedule until whichever event occurs first: a break in service of four (4) or more months, or transfer out of the unit. Upon return to University service after a break in service of four (4) or more months, or to the unit from a position outside the unit, such an employee shall earn vacation in accordance with Section A.2. or 3., above.

B. ELIGIBILITY

1. An employee is eligible to earn vacation credit from her/his date of hire, prorated in accordance with Section A., above, if appointed at fifty percent (50%) or more of full-time for a period of six (6) months or more. An employee who is not eligible to earn vacation because of a part-time or short term appointment becomes eligible to earn vacation after six (6) continuous months or quadri-weekly cycles on pay status at fifty percent (50%) time or more. For the purposes of this Article, a month of qualifying service is a month of service at one-half (1/2) time or more and a quadri-weekly cycle is defined as two (2) bi-weekly pay periods designated by the University.
2. An employee does not earn vacation credit for time on pay status in excess of a full-time work schedule.

C. VACATION SCHEDULING

1. An employee may request vacation.
2. The University has the sole discretion to approve or disapprove vacation requests. Vacation requests shall not be unreasonably denied. An approved vacation request shall not be unreasonably canceled.
3. Vacation leave requested by an employee will be scheduled in accordance with the University's operational needs and departmental procedures. Departmental procedures, which restrict an employee's ability to schedule vacation, shall be based on operational needs.

- D. No vacation shall be used prior to the time it has accrued, except as provided in Article 5, Campus/Laboratory Closure.

E. VACATION MAXIMUMS

1. A full time employee shall not accrue vacation in excess of the maximum of two (2) times the employee's annual accumulation. A part-time employee shall accrue vacation to a pro-rated maximum number of hours as a full-time employee with comparable years of service.
2. Sixty (60) days prior to an employee accruing the maximum amount of vacation, s/he shall be given notice that the maximum accrual will be reached. The employee must request the scheduling of vacation prior to her/his reaching the maximum accrual. If the employee's request to use such accrued vacation is denied due to operational considerations, that employee shall have an additional four (4) months within which s/he must take the vacation to bring her/his vacation accruals below the maximum. Normal vacation shall continue to accrue during the additional four (4) month period.

F. VACATION PAY

1. Pay for accumulated vacation shall be at the employee's straight-time rate, including any shift differential paid to employees permanently assigned to a shift which provides a differential.
2. An employee who separates from employment or who is granted extended military leave shall be paid for any accumulated vacation through the employee's last day of work, except that an employee who is retiring may use accumulated vacation up to the effective date of retirement.
3. An employee released during her/his probationary period shall be paid for accrued vacation time.

G. TRANSFER OF VACATION CREDIT

An employee who is transferred, promoted, or demoted to another position at a University campus in which vacation credit can be accumulated shall have any accumulated vacation credit transferred, unless such transfer is in conflict with the terms covering the new position. An employee who is transferred, promoted, or demoted to a position at a campus in which vacation credit does not accumulate shall be paid for any accumulated vacation at the time of transfer. An employee who is transferred, promoted, or demoted to or from a Lawrence Berkeley Laboratory position shall be paid for any accumulated vacation at the time of transfer.

H. DONATIONS FOR CATASTROPHIC LEAVE

Any technical unit employee may participate in a campus/hospital/laboratory's Catastrophic Illness/Injury Leave program, if any, in accordance with the provisions of that location's program.

ARTICLE 42 WAIVER

A. The University and UPTE acknowledge that:

1. during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining;

2. this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity;
 3. this Agreement supersedes and replaces the specific rights and/or procedures set forth under the various personnel programs and policies, which previously applied to Technical Unit employees.
- B.** As a result of the acknowledgments in Section A, above, the University and UPTE agree that, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered within this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 43 WORK-INCURRED INJURY OR ILLNESS

A. GENERAL PROVISIONS

This Article defines the application of sick leave and vacation for employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act, and provides extended sick leave benefits for such employees when sick leave is exhausted and employees are still unable to work because of such injury or illness.

1. An employee unable to perform the normal duties of her/his job due to a work-incurred illness or injury compensable under the California Workers' Compensation Act may be granted leave for the duration of a verified disability but not to exceed twelve (12) months or a predetermined date of separation, whichever comes earlier.
2. Work-Incurred Injury or Illness Leave runs concurrently with Family Medical Leave.
3. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.
4. Employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act are eligible to use accrued sick leave and vacation as provided below. When sick leave is exhausted and when employees are still unable to work because of such illness or injury, employees may use extended sick leave or leave without pay as provided below.
5. An employee shall notify her/his supervisor of the need for leave for a work-incurred injury or illness, or any extension of such leave, as soon as practicable after the need for such leave or extension is known. This notification shall include written medical certification of the need for such leave or extension, and the anticipated return to work date.

B. EXTENSIONS OF WORK-INCURRED INJURY OR ILLNESS LEAVE

In the event an employee requires an extension to her/his work-incurred injury or illness leave, s/he shall provide the University with a statement from her/his licensed health care practitioner of the need for the extension and the anticipated return to work date.

1. Such a statement must be provided ten (10) calendar days prior to the date the employee was previously scheduled to return to work.
2. In the event prior notice is not provided, the University will not pay extended sick leave to the employee for the period between the previously scheduled return date and the date the statement is received.

C. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

1. Prior to returning to work, an employee granted a work-incurred injury or illness leave must provide the University with a statement from her/his licensed health care practitioner of the employee's ability to return to work. When possible, an employee granted a work-incurred injury or illness leave must provide the University with ten (10) calendar days notice of her/his ability to return to work. If a return to work specifies restrictions, the University will consider what accommodation, if any, will reasonably be made.
2. If the position held has been abolished during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished.

D. SUPPLEMENTAL SICK LEAVE AND VACATION

1. An employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.
2. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
3. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

E. EXTENDED SICK LEAVE

1. An employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the basic salary plus any shift differential which the employee would have received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one injury or illness.

2. An eligible employee who does not have sufficient accrued sick leave to cover the three (3) calendar days waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.
3. An employee who elects not to use all sick leave is not eligible for extended sick leave benefits.

F. EFFECT ON PAY STATUS

1. Supplemental Leave

An employee who is receiving temporary disability payments and supplemental sick leave or vacation as described in Section D. above is considered on regular pay status for purposes of application of provisions of this Agreement, except completion of the probationary period. Sick leave and vacation accrued during this period may be used as soon as they accrue.

2. Extended Sick Leave

An employee who is receiving temporary disability payments and extended sick leave benefits as described in Section E. above is considered to be on regular pay status for purposes of application of provisions of this Agreement, except completion of the probationary period. Sick leave and vacation accrued during this period is credited to the employee only upon return to work. However, if an employee separates without returning to work, the employee shall be paid for vacation accrued during the period the employee received extended sick leave payment.

3. Leave Without Pay

An employee on leave without pay and receiving temporary disability payments accrues sick leave and vacation on the same basis as if regularly employed, but such accrual is credited to the employee only upon return to work. If an employee separates without returning to work, no payment shall be made for such vacation credit.

G. SEPARATION

An employee shall not use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or leave without pay. Any vacation credit remaining on the date of separation shall be paid on a lump-sum basis.

H. LIGHT DUTY

Subject to operational considerations and budgetary constraints, the University will endeavor, on a case by case basis, to modify duties consistent with documented medical restrictions, for employees who have experienced work related injuries. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances.

**ARTICLE 44
WORK RULES**

A. GENERAL PROVISIONS

1. The University has the sole, non-grievable, non-arbitrable right to promulgate, supplement, alter, modify, amend, and rescind, work rules. For the purposes of this Article, work rules are defined as rules promulgated by the University which regulate employees relative to and affecting their employment.
2. Work rules promulgated by the University may not be inconsistent with the provisions of this Agreement, and must be related to the orderly and efficient operation of the University, including - but not limited to - as an ordinary and proper means of maintaining discipline and efficiency, of directing the conduct, appearance and actions of the employees and of ensuring the health and safety of employees and others.

B. NOTICE

At least forty-five (45) calendar days prior to the implementation of new or changed work rules, the University shall inform UPTe. Upon receipt of a written request from UPTe prior to the expiration of the thirty (30) calendar days, the campus/hospital/laboratory shall meet and discuss the proposed work rules with UPTe prior to the proposed implementation date. The University shall provide responses to alternatives suggested by UPTe. Such responses shall be in writing if requested by UPTe.

C. APPLICATION AND GRIEVABILITY

1. The University will reasonably enforce its work rules for employees during working hours and/or when they are on University premises. The University may reasonably enforce its work rules during non-working hours for fire safety personnel and EH&S personnel or when the violation of a work rule creates a safety or health hazard. The University may implement work rules governing employees during non-working hours only for reasons of bona-fide business and/or health and safety necessity.
2. In the event the University's enforcement/application of its work rules is inconsistent with any portion of this Article, a grievance may be filed in accordance with the provisions of Article 9, Grievance Procedure, and appealed to Arbitration in accordance with the provisions of Article 3, Arbitration Procedure of this Agreement.
3. In the event the application of a work rule is appealed to arbitration, the Arbitrator shall have no authority to newly fashion or to modify the work rule, although s/he may consider the reasonableness of the grieved work rule when rendering her/his decision and related remedy.

**ARTICLE 45
DURATION**

A. CONTRACT EFFECTIVE DATES

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 midnight on July 30, 2001 and shall terminate at 11:59 p.m. on

September 4, 2002, unless the University and UPTE agree to extend any or all of the terms and conditions.

B. Except as provided herein, neither party shall have any duty to meet and confer with respect to any modification of this Agreement.

**C. REOPENER NEGOTIATIONS OVER COMPENSATION –
FISCAL YEAR 2001/2002**

1. For fiscal year 2001-02, the University and UPTE shall have the right to reopen the Agreement for the purpose of negotiating amendments to the provisions of Article 6, Compensation. In accordance with the provisions set forth below, the parties shall meet and confer only over the proposed method of distribution of the general increase funds to employees' salaries for fiscal year 2001-02.

2. Within seven days of the issuance of the Governor's final budget, the University shall provide to UPTE the proposed method of distribution of the general salary increases for staff employees, and will meet and confer, as specified in C.1. above, beginning within 30 days of the notice to UPTE.

3. If UPTE opts not to meet and confer, the parties shall be deemed to have agreed upon the proposed method of distribution.

D. SUCCESSOR NEGOTIATIONS 2002-03

1. UPTE's Proposals

a. No later than March 30, 2002, UPTE shall present the University with a comprehensive set of successor proposals of the Articles in complete paragraph form that UPTE intends to amend.

2. University's Proposals

a. The University shall submit its comprehensive set of successor proposals of the articles in complete paragraph form that the University intends to reopen no later than April 30, 2002. In the event UPTE does not submit successor proposals pursuant to this article, the University shall have ten (10) calendar days to exercise the option to submit successor proposals to UPTE.

3. In order to facilitate successor negotiations, nine (9) UPTE representatives (no more than one from each campus) shall receive five (5) days of paid release time in order to provide the University with a comprehensive set of initial proposals prior to the commencement of negotiations. Such release time shall be provided subject to the following condition:

a. No more than two (2) days of the release time may be used in any calendar week. A written request for release time must be submitted to the supervisor at least 14 calendar days in advance of the need for release time.

b. UPTE will notify the Office of Labor Relations with a list of the UPTE representatives on behalf of whom it seeks release time and the dates for their release.

4. Except for Compensation, if either party fails to submit an article in its comprehensive set of successor proposals in the agreed upon form by the

prescribed dates, that party will be deemed to propose current contract language for such article. With respect to Article 6, Compensation, if UPTE fails to present a complete (for example, the effective dates and amounts of the general range adjustment, if any, and the merit program). Compensation proposal as part of its comprehensive set of successor proposals by March 30, 2002, UPTE will be deemed to have waived its right to meet and confer over the Compensation Article for the 2002-2003 fiscal year.

5. Negotiations shall commence on or about May 1, 2002, unless the parties agree to commence bargaining on some other date.

ARTICLE 46 SPECIAL PROVISIONS FOR FIRE FIGHTERS

Davis and Santa Cruz employees in fire fighter titles are covered by all provisions of the UPTE – UC Technical Unit Agreement with the following exceptions:

A. FIRE FIGHTER COMPENSATION - [ARTICLE 6, COMPENSATION]

Employees in fire fighter titles may be assigned to twenty four (24) hour shifts and an annualized average fifty-six (56) hour week within a 7(k) work period or they may be assigned to work schedules in accordance with the provisions of Article 12, Hours of Work.

B. FIRE FIGHTER FITNESS/TRAINING -- [ARTICLE 10, HEALTH AND SAFETY]

Firefighters will participate in the development of standards for any new or changed fitness/training program. In the event employees in fire fighter titles at a campus are required to participate in a fitness and training program, the University shall specifically design such a program to meet the work-related needs of fire fighting. The University's scheduling of work-related fitness program activities at each location shall continue in accordance with current campus practice for the duration of the Agreement.

C. COMPENSATION FOR HOLIDAYS NOT WORKED -- [ARTICLE 11, HOLIDAYS]

1. Employees in fire fighter titles who work a fifty-six (56) hour workweek shall receive eleven and one-fifth (11.2) factored hours of holiday pay for each of the holidays listed in Article 11, §A.
2. The provisions of Article 11, Holidays, §F. do not apply to employees in firefighter titles assigned to fifty-six (56) hour work weeks.

D. COMPENSATION OF OVERTIME -- [ARTICLE 12, HOURS OF WORK]

1. For employees in fire fighter titles performing public safety and emergency response, the maximum accumulated compensatory time off is one-hundred forty-four (144) hours.
2. Premium overtime compensation for employees in fire fighter titles may be computed based on:
 - a. forty (40) hours of actual work, in a seven (7) consecutive day workweek, for firefighters who work a forty (40) hour schedule; or

- b. an authorized tour of duty not to exceed two-hundred four (204) straight-time hours of actual work in a twenty-seven (27) consecutive day work period, for firefighters who work a fifty-six (56) hour schedule.
 - c. Notwithstanding the provisions of sections 2.a. or 2.b., firefighters at UC Davis shall receive premium overtime pay for all overtime worked regardless of sick leave or vacation utilized in the 27 day work cycle. Time due to vacation, sick leave or other absences shall not count towards FLSA pay eligibility.
3. Fire fighting personnel as described in §D.2.b above shall be paid at the rate of one and one-half times (1-½x) the straight-time rate for hours actually worked which exceed two-hundred four (204) hours in the work period.
 4. There shall be no pay increase, pay decrease, shift extension or shift reduction upon periodic changes to and from Standard time to Daylight Savings time.

E. TEMPORARY REASSIGNMENT TO POSITIONS WITH HIGHER SALARY RANGE MAXIMUM [ARTICLE 24, OUT OF CLASS ASSIGNMENT]

1. An employee in a fire fighter title assigned to a twenty-four (24) hour shift, who is temporarily assigned by the University to fully perform the functions of a position in a higher classification for at least six (6) consecutive shifts or more shall be paid one (1) step over her/his current pay rate retroactive to the first day of the assignment or the minimum of the higher position's range, whichever is higher.
2. An employee in a fire fighter title assigned to a forty (40) hour week and who is assigned by the University to fully perform the functions of a position in a higher classification for at least twenty (20) consecutive working days or more shall be paid either one (1) step over her/his current pay rate or the minimum of the higher position's range, whichever is higher, retroactive to the first day of the assignment.

F. ACCUMULATION OF SICK LEAVE CREDIT – [ARTICLE 36, SICK LEAVE]

1. An eligible employee in a firefighter title working a fifty-six (56) hour workweek shall earn sick leave credit at the rate of 11.2 hours per month for full time employment. Sick leave credit is earned proportionally for hours on pay status over one-half (1/2) of the full-time working hours of the month, but less than full-time.
2. Use of sick leave will be deducted based on the actual scheduled hours not worked.

G. UNIFORMS AND PROTECTIVE EQUIPMENT -- [ARTICLE 40]

1. Uniforms
 - a. Fire fighting uniforms may include no more than the following items: pants, shirts, sweaters, jackets, tie, belt, cap, and insignia, except as provided in §G.2. below.
 - b. The reimbursement for fire fighting uniforms shall be up to a maximum of six-hundred (600) dollars per fiscal year, payable as soon as practicable upon delivery of itemized receipts to the appropriate University official. A newly hired employee in a fire fighter title shall receive uniform

reimbursement, payable as soon as practicable upon delivery of itemized receipts to the appropriate University official, up to a maximum of six-hundred (600) dollars upon successful completion of the probationary period. During the life of the Agreement, additional uniform items determined to be necessary by the University shall be paid for by the University.

2. Fire Fighter Protective Equipment

Fire fighting personal protective equipment includes, but is not limited to, safety shoes, turnout gear, wildland gear, gloves, hoods, helmets and goggles. Required personal protective equipment shall be provided to each fire fighter and maintained by the University to ensure serviceable condition and will be replaced on an as-needed basis.

H. VACATION ACCRUALS/CREDIT -- [ARTICLE 41, VACATION]

1. An eligible employee in a fire fighter title working a fifty-six (56) hour workweek shall earn vacation credit each month, prorated based on the number of hours on pay status for that month at the following rates: fourteen (14) hours per month for a full-time employee in a fire fighter title with less than ten (10) years of qualifying service, with a new vacation maximum of 336 hours; seventeen (17) hours per month for a full-time employee in a fire fighter title with at least ten (10) but less than fifteen (15) years of qualifying service, with a new vacation maximum of 408 hours; twenty (20) hours per month for a full-time employee in a fire fighter title with at least fifteen (15) but less than twenty (20) years of qualifying service, with a new vacation maximum of 480 hours; and twenty-two (22) hours per month for a full-time employee in a fire fighter title with twenty (20) years or more of qualifying service, with a new vacation maximum of 528 hours.
2. Use of vacation will be deducted based on the actual scheduled hours not worked.

I. ADDITIONAL COVERAGE FOR FIREFIGHTERS

Employees in firefighter titles are covered by statutes and regulations, which specifically reference University of California firefighters, and they are subject to all entitlements and restrictions contained in those laws.

**SIDELETTER
ATTACHMENT A TO ARTICLE 46**

Davis

Notwithstanding the provisions of Article 12 (k) (1) (d) firefighters at UC Davis shall receive premium overtime pay for all overtime worked regardless of sick leave or vacation utilized in the 27 day work cycle. Time due to vacation, sick leave or other absences shall not count towards FLSA pay eligibility.

MEMORANDUM OF NEGOTIATORS

The negotiators of this proposed Agreement affix their signatures to this Agreement to indicate that they have concluded negotiations on the development of the proposed Agreement and that they are referring it to the parties for decision concerning approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Association will be completed when the Agreement has been reviewed and ratified by the appropriate members of the Association. On behalf of the University, the agreement must be reviewed and approved by the Office of the President, including review and approval by the General Counsel of The Regents.

The parties agree that when the approval process has been completed, the Agreement will become effective when the document has been signed by the authorized representatives for both parties.

FOR THE UNIVERSITY OF CALIFORNIA

**FOR THE UNIVERSITY
PROFESSIONAL AND TECHNICAL
EMPLOYEES**

Peter Chester
Chief Negotiator
University of California

Doug Brown
Chief Negotiator - UPTe
Technical Unit

Team Members:

Team Members:

Patricia M. Donnelly,
Assistant Negotiator

Rob Brower, UCD

Joyce Harlan, UCB

Steven Perlmutter, UCLA

Sue Tarvin-Wilkins, UCSF

James Schmitt, UCSD

Pat Gray, UCD

Rodney Orr, UCSB

Kimberly McAlpin, UCLA

Virginia Byron, UCI

Rick Humm, UCSC

Doug Owen, LBNL

Lori Trofemuk, UCSD

Nadine Fishel, UCI

Jane Baynes, LBNL

signed Agreement between UPTE and UC
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**APPENDIX A
SYSTEMWIDE TECHNICAL UNIT TITLE CODES AND TITLES**

<u>TITLE CODE</u>	<u>TITLE</u>	<u>TITLE CODE</u>	<u>TITLE</u>
4031	Lifeguard	7685	Assistant Editor
4804	Computer Resource Specialist II	7704	Writer
4805	Computer Resource Specialist I	7705	Assistant Writer
4812	Senior Computer Operator	7712	Senior Printing Estimator
4813	Computer Operator	7713	Printing Estimator
6102	Senior Artist	8067	Senior Studio Projectionist
6103	Artist	8068	Studio Projectionist
6107	Art Model	8069	Assistant Studio Projectionist
6111	Principal Illustrator	8263	Upholsterer
6112	Senior Illustrator	8272	Senior Accelerator Operator
6113	Illustrator	8273	Accelerator Operator
6114	Assistant Illustrator	8281	Principal Accelerator Mechanical Technician
6122	Senior Medical Illustrator	8282	Senior Accelerator Mechanical Technician
6123	Medical Illustrator	8283	Accelerator Mechanical Technician
6202	Senior Projectionist	8291	Principal Television Technician
6203	Projectionist	8292	Senior Television Technician
6221	Principal Photographer	8293	Television Technician
6222	Senior Photographer	8295	Sound Technician
6223	Photographer	8301	Principal Electronics Technician
6226	Senior Photographic Technician	8302	Senior Electronics Technician
6227	Photographic Technician	8303	Electronics Technician
6254	Recording Technician	8304	Electronics Technician Trainee
6314	Assistant Public Events Manager	8311	Principal Laboratory Glassblower
6317	Senior Wardrobe Technician	8312	Senior Laboratory Glassblower
6318	Wardrobe Technician	8313	Laboratory Glassblower
6332	Senior Scene Technician	8314	Laboratory Glassblower Trainee
6333	Scene Technician	8322	Senior Telescope Technician
6334	Assistant Scene Technician	8323	Telescope Technician
6344	Stage Helper	8330	Communications Officer
6650	Language Assistant	8331	Assistant Communications Officer
6652	Senior Linguistic Informant	8334	Marine Radio Officer
6653	Linguistic Informant	8363	Marine Electrician
6677	Reader for the Blind	8396	Principal Marine Mechanician
6680	Interpreter/Translator for the Deaf	8399	Marine Mechanician Helper
6693	Translator - Nontechnical	8651	Principal Laboratory Mechanician
6694	Translator - Technical	8652	Senior Laboratory Mechanician
7002	Senior Construction Inspector	8653	Laboratory Mechanician
7003	Associate Construction Inspector	8654	Laboratory Mechanician Helper
7004	Assistant Construction Inspector	8662	Senior Petrological Technologist
7101	Principal Drafting Technician	8663	Petrological Technologist
7102	Senior Drafting Technician	8761	Principal Optical Technician
7103	Drafting Technician	8762	Senior Optical Technician
7113	Television Engineer	8773	Piano Technician
7141	Principal Environmental Health and Safety Technician	9514	Senior Inhalation Chamber Technician
7142	Senior Environmental Health and Safety Technician	9515	Inhalation Chamber Technician
7143	Environmental Health and Safety Technician	9523	Principal Animal Technician
7161	Principal Engineering Aid	9524	Senior Animal Technician
7162	Senior Engineering Aid	9525	Animal Technician
7163	Engineering Aid	9534	Animal Health Technician IV
7170	Development Technician V	9535	Animal Health Technician III
7171	Development Technician IV	9536	Animal Health Technician II
7172	Development Technician III	9537	Animal Health Technician I
7173	Development Technician II	9601	Laboratory Assistant IV
7174	Development Technician I	9602	Laboratory Assistant III
7684	Editor	9603	Laboratory Assistant II
		9605	Laboratory Assistant I
		9622	Scanner II

**APPENDIX A
SYSTEMWIDE TECHNICAL UNIT TITLE CODES AND TITLES**

<u>TITLE CODE</u>	<u>TITLE</u>	<u>TITLE CODE</u>	<u>TITLE</u>
9623	Scanner I	741.1	Health and Safety Technician
9632	Principal Museum Preparator	741.2	Health and Safety Technician, Senior
9633	Senior Museum Preparator	741.3	Health and Safety Technician, Principal
9634	Museum Preparator	741.4	Health and Safety Technician Specialist
9717	Diving Officer	741.6	Health and Safety Technician Apprentice
9803	Fire Captain	744.1	Animal Technician I
9804	Fire Specialist	744.2	Animal Technician II
9805	Fire Fighter	744.3	Animal Technician III
9806	Fire Fighter Specialist I	757.0	Digital Computer Operator Trainee
9807	Fire Fighter Specialist II	757.1	Digital Computer Operator
374.1	Accelerator Operator	757.2	Digital Computer Operator, Senior
374.2	Principal Accelerator Operator	757.3	Digital Computer Operator, Principal
374.3	Accelerator Operations Supervisor	757.4	Digital Computer Operator Specialist
644.0	Fire Fighter	759.1	Computing Technician
644.1	Fire Captain (*pending)	759.2	Computing Technician, Senior
645	Fire Fighter Trainee	759.3	Computing Technician, Principal
700.1	Drafter I	770.0	Electronics Technician, Apprentice
700.2	Design/Drafter II	781.1	Graphic Arts Technician
700.3	Designer III	781.2	Senior Graphic Arts Technician
702.1	Electronic Engineering Technologist I	781.3	Principal Graphic Arts Technician
702.2	Electronic Engineering Technologist II	782.1	Scientific Data Analyst
702.3	Electronic Engineering Technologist III	782.2	Scientific Data Analyst, Senior
706.1	Mechanical Engineering Technologist I	782.3	Scientific Data Analyst, Principal
706.2	Mechanical Engineering Technologist II	785.0	Machinist, Apprentice (Classroom Instruction)
706.3	Mechanical Engineering Technologist III	785.1	Machinist, Apprentice
707.1	Mechanical Engineering Machinist Assistant I	795.1	Research Technician
707.2	Mechanical Engineering Machinist II	795.2	Research Technician, Senior
707.3	Mechanical Engineering Machinist III	795.3	Research Technician, Principal
725	Mechanical Technician, Apprentice	795.4	Research Specialist
728	Technician/Drafter Trainee	797.1	Technical Illustrator I
730	Engineering Assistant	797.2	Technical Illustrator II
730.1	Engineering Assistant, Senior	797.3	Technical Illustrator III
730.2	Assistant Technical Coordinator	797.4	Technical Illustrator IV
730.3	Assistant Technical Coordinator, Senior	798.1	Photographic Specialist I
740.1	Radiation Safety Technician	798.2	Photographic Specialist II
740.2	Radiation Safety Technician, Senior	798.3	Photographic Specialist III
740.3	Radiation Safety Technician, Principal	798.4	Photographic Specialist IV

The Technical Unit shall exclude:

All management, supervisory and confidential employees, all UC student employees who are casual restricted□employees, and all stage hands who are employed only for the UC Santa Cruz Shakespeare Festival.

APPENDIX B LISTING OF BENEFITS

The following is a brief listing of benefits provided to University employees, effective September 1, 1997. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable Plan Documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible class are excluded from coverage regardless of appointment percent and average regular paid time. For details on specific eligibility of each health and Welfare program, see the Group Insurance Regulations. Modifications to current benefits may be made only in accordance with the provisions of Article 4, Benefits, 'B.

1. MEDICAL PROGRAM

A variety of prepaid Health Maintenance Organizations (HMOs) and fee-for-service plans is available to cover eligible employees and their eligible dependents. Choice of plans may vary from location to location.

2. DENTAL PROGRAM

Dental plans are available to employees who are members of a defined benefit plan to which the University contributes. Dental plans are offered which provide dental coverage for employees and their eligible dependents.

3. OPTICAL PROGRAM

An optical plan is available to employees who are members of a defined benefit plan to which the University contributes. The optical plan provides employees and their eligible dependents with coverage for vision correction.

4. LIFE INSURANCE

a. UNIVERSITY-PAID

1) Employees who are members of a defined benefit plan to which the University contributes are automatically covered by a University-paid term life insurance policy.

b. EMPLOYEE-PAID

1) Additional life insurance is available to eligible employees. Optional personal life insurance and dependent life insurance may be purchased by the employee.

5. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

Optional AD&D insurance may be purchased by employees who receive monthly salaries or hourly wages from which regular payroll deductions can be taken. A variety of amounts of coverage is available to cover employees and their eligible dependents.

6. BUSINESS TRAVEL ACCIDENT INSURANCE

Employees who are traveling on official University business are covered by \$100,000 of accidental death and a scheduled dismemberment insurance.

7. TEMPORARY DISABILITY INSURANCE

University-paid Disability insurance is available to eligible employees. Optional employee-paid Disability insurance may be purchased by eligible employees.

8. LONG-TERM DISABILITY INSURANCE (LTD)

Optional LTD insurance may be purchased by employees who are members of a defined benefit plan to which the University contributes. Employees may choose from one of two benefit levels.

9. LEGAL EXPENSE INSURANCE PLAN

A legal expense insurance plan is available to employees who are members of a defined benefit plan to which the University contributes. The legal plan provides employees and their eligible dependents with coverage for basic legal services associated with preventive, domestic, consumer and defensive legal matters.

10. SAVINGS PROGRAM

a. TAX-DEFERRED 403(B) PLAN

Participation in the UCRS tax-deferred 403(B) plan is available to employees.

The plan provides the following investment options:

- 1) UC Managed Funds - employees may choose from six investment funds: Savings, Money Market, Guaranteed Insurance Contract, Equity, Bond, and Multi Asset Fund;
- 2) Calvert's Managed Growth Portfolio; and
- 3) Fidelity Investments.

b. DEFINED CONTRIBUTION PLAN

Participation in the defined contribution plan is available to employees. Employees may choose from six (6) investment funds: Savings, Money Market, Guaranteed Insurance Contract, Equity, Bond, and Multi Asset Fund.

- c. IRA'S, SAVINGS BONDS, U.S. SAVINGS BONDS AND BENHAM CALIFORNIA TAX FREE TRUST

Investments can be made in United States Series EE Savings Bonds and in Individual Retirement Accounts (IRA's). These options are available to all employees.

11. TAX EFFECTIVE SALARY REDUCTION PROGRAMS

- a. TAX SAVINGS ON INSURANCE PREMIUMS (TIP)

Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, if any, is applied the net insurance premiums are deducted from gross pay before federal and state taxes.

- b. DEPENDENT CARE ASSISTANCE PROGRAM (DEPCARE)

DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.

12. AUTO/HOMEOWNER INSURANCE

Auto and home insurance policies are available which may be purchased by eligible employees.

13. DEATH PAYMENTS

Upon the death of a employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death a sum equal to the deceased's regular salary for one (1) month shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).

14. UNIVERSITY OF CALIFORNIA RETIREMENT PLAN

Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRS).

15. UCRP TIER TWO RETIREMENT PLAN

The Tier Two Retirement Plan was closed on July 1, 1990 and is available to Active UCRP Retirement Plan members who previously elected Tier Two.

16. ALTERNATE RETIREMENT PLANS

Employees covered by alternate retirement plans are not subject to 'C.14. and C.15. above.

**APPENDIX C
DANR SALARY REALIGNMENT
TECHNICAL UNIT EMPLOYEES BY COUNTY**

<u>Region Number</u>	<u>Region</u>	<u>County In Which Employee Works</u>	<u>Campus Payrate</u>		
1	<u>Northern</u>	Butte	UCD		
		Colusa	UCD		
		Del Norte	UCD		
		Glenn	UCD		
		Humboldt	UCD		
		Inyo	UCD		
		Lake	UCD		
		Lassen	UCD		
		Mendocino	UCD		
		Modoc	UCD		
		Mono	UCD		
		Nevada	UCD		
		Placer	UCD		
		Plumas	UCD		
		Shasta	UCD		
		Sierra	UCD		
		Siskiyou	UCD		
		Sutter	UCD		
		Tehama	UCD		
		Trinity	UCD		
Yuba	UCD				
2	<u>North Central</u>	Alameda	UCB		
		Alpine	UCD		
		Amador	UCD		
		Calaveras	UCD		
		Contra Costa	UCB		
		El Dorado	UCD		
		Marin	UCB		
		Napa	UCD		
		Sacramento	UCD		
		San Francisco	UCB		
		San Joaquin	UCD		
		San Mateo	UCB		
		Santa Clara	UCB		
		Solano	UCD		
		Sonoma	UCD		
		Yolo	UCD		
		3	<u>South Central</u>	Fresno	UCD
Kern	UCD				
Kings	UCD				
Madera	UCD				
Mariposa	UCD				
Merced	UCD				
Monterey	UCSC				
San Benito	UCD				
Santa Cruz	UCSC				
Stanislaus	UCD				
Tulare	UCD				
Tuolumne	UCD				
4	<u>Southern</u>			Imperial	UCR
				Los Angeles	UCLA
		Orange	UCLA		
		Riverside	UCR		
		San Bernardino	UCR		
		San Diego	UCLA		
		San Luis Obispo	UCLA		
		Santa Barbara	UCLA		
		Ventura	UCLA		

APPENDIX D GRIEVANCE FORM

UPTE TECHNICAL UNIT GRIEVANCE FORM	Allegations of a violation of the Technical Unit Agreement in effect between the University and UPTE must be filled in on this form. See your Agreement for details regarding the filing of a grievance. PLEASE PROVIDE THE INFORMATION REQUESTED IN ACCORDANCE WITH ARTICLE 9, GRIEVANCE PROCEDURE OF THE TECHNICAL UNIT AGREEMENT.	
<u>GRIEVANT'S NAME</u>	NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR	
CAMPUS/MEDICAL CENTER/LABORATORY	DEPARTMENT/DIVISION	WORK TELEPHONE
EMPLOYEE CLASSIFICATION TITLE	NON-WORK ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT	
EMPLOYEE EMPLOYMENT STATUS <input type="checkbox"/> Career/Regular <input type="checkbox"/> Probationary <input type="checkbox"/> Full Time <input type="checkbox"/> Casual/Temporary <input type="checkbox"/> Per Diem <input type="checkbox"/> Part Time	GRIEVANT'S NORMAL HOURS OF WORK	
IF REPRESENTED IN THIS GRIEVANCE, PROVIDE THE FOLLOWING:		
REPRESENTATIVE'S NAME	REPRESENTATIVE'S ORGANIZATION	REPRESENTATIVE'S TELEPHONE NUMBER
REPRESENTATIVE'S NON-WORK ADDRESS, CITY, STATE, ZIP		
TYPE OF GRIEVANCE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GROUP (LIST ALL GRIEVANTS) <input type="checkbox"/> UNION (MUST BE SIGNED BY THE PRESIDENT OR DESIGNEE)	SPECIFIC ARTICLE(S) & SECTION(S) OF THE CONTRACT ALLEGED TO BE VIOLATED:	
DATE OF ACTION CAUSING GRIEVANCE ____/____/____	DATE OF INFORMAL DISCUSSION WITH SUPERVISOR ____/____/____	DATE OF INFORMAL RESPONSE ____/____/____
ALLEGED VIOLATION OF AGREEMENT		
REMEDY REQUESTED		
GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE		DATE

GRIEVANCE REVIEW -- STEP 1

DATE STEP 1 GRIEVANCE RECEIVED BY UC	DATE OF UC RESPONSE	
STEP 1 DECISION		
SIGNATURE OF STEP 1 REVIEWER	PRINTED NAME AND TITLE OF STEP 1 REVIEWER	TELEPHONE NUMBER
<input type="checkbox"/> I DO NOT ACCEPT AND APPEAL THE STEP 1 RESPONSE TO THE SECOND STEP (STATE SUBJECT BELOW)	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE	DATE
SUBJECT OF GRIEVANCE AT STEP 2, IF DIFFERENT THAN SUBJECT OF GRIEVANCE AT STEP 1.		

GRIEVANCE REVIEW -- STEP 2

DATE STEP 2 APPEAL POSTMARKED/HAND-DELIVERED	DATE STEP 2 APPEAL RECEIVED BY UC	DATE OF UC RESPONSE	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO
SIGNATURE OF STEP 2 REVIEWER		PRINTED NAME AND TITLE OF STEP 2 REVIEWER	
<input type="checkbox"/> I DO NOT ACCEPT AND APPEAL THE STEP 2 RESPONSE TO THE SECOND STEP (STATE SUBJECT BELOW)	GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE	DATE	
SUBJECT OF GRIEVANCE AT STEP 3, IF ANY ISSUE(S) OF GRIEVANCE AT STEP 2 HAS BEEN RESOLVED.			

GRIEVANCE REVIEW -- STEP 3

DATE STEP 3 APPEAL POSTMARKED/HAND-DELIVERED	DATE STEP 3 APPEAL RECEIVED BY UC	DATE OF UC RESPONSE	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO
SIGNATURE OF STEP 3 REVIEWER		PRINTED NAME AND TITLE OF STEP 3 REVIEWER	

APPENDIX E Technical Unit Salary Rates
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APPENDIX F LBNL SALARY RANGES

FY 2001 STEP RATES FOR FIREFIGHTERS AND FIRE CAPTAINS

Job Code	Job Description	STEPS								
		1	1.5	2	2.5	3	3.5	4	4.5	5
644.0 (*)	Firefighter	\$18.11	\$18.56	\$19.03	\$19.50	\$19.99	\$20.49	\$21.00	\$21.53	\$22.07
		\$4,407	\$4,517	\$4,630	\$4,746	\$4,864	\$4,986	\$5,110	\$5,238	\$5,369

Job Code	Job Description	STEPS					
		1	1.5	2	2.5	3	3.5
644.1 (*)	Fire Captain	\$22.62	\$23.19	\$23.77	\$24.36	\$24.97	\$25.60
		\$5,504	\$5,643	\$5,784	\$5,928	\$6,076	\$6,228

(*)Based on 2920 hours/year

FY 2001 SALARY RANGES – UPTTE (TX)

Job Code	Job Title	Minimum Hourly	Midpoint Hourly	Maximum Hourly	SHIFT DIFFERENTIALS	
					Evening/Swing Shift	Owl Shift
645.0	Firefighter Trainee	\$10.08	\$12.67	\$15.26	7.5%	15%
650.1	Accelerator Operator	\$18.86	\$23.14	\$27.42	7.5%	15%
650.2	Accelerator Operator Principal	\$21.95	\$27.47	\$33.00	7.5%	15%
700.1	Drafter I	\$16.36	\$20.07	\$23.78	7.5%	15%
700.2	Design/Drafter II	\$18.59	\$22.81	\$27.02	7.5%	15%
700.3	Designer III	\$22.39	\$27.47	\$32.55	7.5%	15%
702.1	Electronic Eng. Technologist I	\$16.36	\$20.07	\$23.78	7.5%	15%
702.2	Electronic Eng. Technologist II	\$18.59	\$22.81	\$27.02	7.5%	15%
702.3	Electronic Eng. Technologist III	\$21.15	\$26.07	\$30.99	7.5%	15%
706.1	Mechanical Eng. Tech I	\$16.36	\$20.07	\$23.78	7.5%	15%
706.2	Mechanical Eng. Tech II	\$18.59	\$22.81	\$27.02	7.5%	15%
706.3	Mechanical Eng. Tech III	\$21.15	\$26.07	\$30.99	7.5%	15%
707.1	Mechanical Eng. Machinist Asst. I	\$16.36	\$20.07	\$23.78	7.5%	15%
707.2	Mechanical Eng. Machinist II	\$18.59	\$22.81	\$27.02	7.5%	15%
707.3	Mechanical Eng. Machinist III	\$22.39	\$27.47	\$32.55	7.5%	15%
720.0	Lead Technologist	\$23.86	\$29.27	\$34.68	7.5%	15%
730.0	Engineering Assistant	\$13.83	\$16.97	\$20.11	7.5%	15%
730.1	Engineering Assistant, Sr.	\$16.36	\$20.07	\$23.78	7.5%	15%
730.2	Technical Coordinator Asst.	\$18.59	\$22.81	\$27.02	7.5%	15%
730.3	Tech Coordinator Sr. Asst.	\$21.15	\$26.07	\$30.99	7.5%	15%
740.1	Radiation Safety Tech	\$13.83	\$16.97	\$20.11	7.5%	15%
740.2	Radiation Safety Tech, Sr.	\$16.36	\$20.07	\$23.78	7.5%	15%
740.3	Radiation Safety Tech Principal	\$18.59	\$22.81	\$27.02	7.5%	15%
741.1	Health/Safety Tech	\$13.83	\$16.97	\$20.11	7.5%	15%
741.2	Health/Safety Tech Sr.	\$16.36	\$20.07	\$23.78	7.5%	15%
741.3	Health/Safety Tech Principal	\$18.59	\$22.81	\$27.02	7.5%	15%
741.4	Health/Safety Tech Specialist	\$21.15	\$26.07	\$30.99	7.5%	15%
744.1	Animal Technician 1	\$12.03	\$14.97	\$17.92	7.5%	15%
744.2	Animal Technician 2	\$14.15	\$17.61	\$21.07	7.5%	15%
744.3	Animal Technician 3	\$16.36	\$20.07	\$23.78	7.5%	15%
757.1	Digital Computer Operator	\$13.83	\$16.97	\$20.11	7.5%	15%
757.2	Digital Computer Operator, Sr.	\$16.36	\$20.07	\$23.78	7.5%	15%
757.3	Digital Computer Operator Principal	\$18.59	\$22.81	\$27.02	7.5%	15%
757.4	Digital Computer Operator Specialist	\$21.15	\$26.07	\$30.99	7.5%	15%
759.1	Computer Technician	\$13.83	\$16.97	\$20.11	7.5%	15%
759.2	Computer Technician Sr.	\$16.36	\$20.07	\$23.78	7.5%	15%
759.3	Computer Technician Principal	\$18.59	\$22.81	\$27.02	7.5%	15%
781.1	Graphic Arts Technician	\$13.83	\$16.97	\$20.11	7.5%	15%
781.2	Graphic Arts Technician Sr.	\$16.36	\$20.07	\$23.78	7.5%	15%
781.3	Graphic Arts Technician Principal	\$18.59	\$22.81	\$27.02	7.5%	15%
795.1	Research Technician	\$13.83	\$16.97	\$20.11	7.5%	15%
795.2	Research Technician Sr.	\$16.36	\$20.07	\$23.78	7.5%	15%
795.3	Research Technician Principal	\$18.59	\$22.81	\$27.02	7.5%	15%
795.4	Research Specialist	\$21.15	\$26.07	\$30.99	7.5%	15%
797.1	Technical Illustrator I	\$13.83	\$16.97	\$20.11	7.5%	15%
797.2	Technical Illustrator II	\$16.36	\$20.07	\$23.78	7.5%	15%
797.3	Technical Illustrator III	\$18.59	\$22.81	\$27.02	7.5%	15%
797.4	Technical Illustrator IV	\$21.15	\$26.07	\$30.99	7.5%	15%
798.1	Photographic Specialist I	\$13.83	\$16.97	\$20.11	7.5%	15%
798.2	Photographic Specialist II	\$16.36	\$20.07	\$23.78	7.5%	15%
798.3	Photographic Specialist III	\$18.59	\$22.81	\$27.02	7.5%	15%
798.4	Photographic Specialist IV	\$21.15	\$26.07	\$30.99	7.5%	15%

APPENDIX F LBNL SALARY RANGES

FY 2002 STEP RATES FOR FIREFIGHTERS AND FIRE CAPTAINS

Job Code	Job Description	STEPS								
		1	1.5	2	2.5	3	3.5	4	4.5	5
644.0 (*)	Firefighter	\$18.11	\$18.56	\$19.03	\$19.50	\$19.99	\$20.49	\$21.00	\$21.53	\$22.07
		\$4,407	\$4,517	\$4,630	\$4,746	\$4,864	\$4,986	\$5,110	\$5,238	\$5,369

Job Code	Job Description	STEPS					
		1	1.5	2	2.5	3	3.5
644.1 (*)	Fire Captain	\$22.62	\$23.19	\$23.77	\$24.36	\$24.97	\$25.60
		\$5,504	\$5,643	\$5,784	\$5,928	\$6,076	\$6,228

(*)Based on 2920 hours/year

FY 2002 SALARY RANGES – UPTE (TX)

Job Code	Job Title	Minimum Hourly	Midpoint Hourly	Maximum Hourly	SHIFT DIFFERENTIALS	
					Evening/Swing Shift	Owl Shift
645.0	Firefighter Trainee	\$10.43	\$13.11	\$15.79	7.5%	15%
650.1	Accelerator Operator	\$19.52	\$23.95	\$28.38	7.5%	15%
650.2	Accelerator Oper Principal	\$22.72	\$28.44	\$34.15	7.5%	15%
700.1	Drafter I	\$16.94	\$20.78	\$24.62	7.5%	15%
700.2	Design/Drafter II	\$19.24	\$23.60	\$27.97	7.5%	15%
700.3	Designer III	\$23.17	\$28.43	\$33.69	7.5%	15%
702.1	Electronic Engr Technologist I	\$16.94	\$20.78	\$24.62	7.5%	15%
702.2	Electronic Egr Technologist II	\$19.24	\$23.60	\$27.97	7.5%	15%
702.3	Electronic Eg Technologist III	\$21.89	\$26.98	\$32.07	7.5%	15%
706.1	Mechanical Engr Tech I	\$16.94	\$20.78	\$24.62	7.5%	15%
706.2	Mechanical Engr Tech II	\$19.24	\$23.60	\$27.97	7.5%	15%
706.3	Mechanical Engr Tech III	\$21.89	\$26.98	\$32.07	7.5%	15%
707.1	Mech Engr Machinist Asst I	\$16.94	\$20.78	\$24.62	7.5%	15%
707.2	Mechanical Engr Machinist II	\$19.24	\$23.60	\$27.97	7.5%	15%
707.3	Mechanical Engr Machinist III	\$23.17	\$28.43	\$33.69	7.5%	15%
720.0	Lead Technologist	\$24.69	\$30.29	\$35.90	7.5%	15%
730.0	Engineering Assistant	\$14.31	\$17.56	\$20.81	7.5%	15%
730.1	Engineering Assistant, Sr	\$16.94	\$20.78	\$24.62	7.5%	15%
730.2	Technical Coordinator Asst	\$19.24	\$23.60	\$27.97	7.5%	15%
730.3	Tech Coordinator Sr Asst	\$21.89	\$26.98	\$32.07	7.5%	15%
740.1	Radiation Safety Tech	\$18.35	\$22.52	\$26.69	7.5%	15%
740.3	Radiation Safety Tech Principal	\$20.01	\$24.56	\$29.11	7.5%	15%
740.4	Radiation Safety Tech Specialist	\$22.10	\$27.25	\$32.40	7.5%	15%
741.1	Health/Safety Tech	\$14.31	\$17.56	\$20.81	7.5%	15%
741.2	Health/Safety Tech Sr	\$16.94	\$20.78	\$24.62	7.5%	15%
741.3	Health/Safety Tech Principal	\$19.24	\$23.60	\$27.97	7.5%	15%
741.4	Health/Safety Tech Specialist	\$21.89	\$26.98	\$32.07	7.5%	15%
744.1	Animal Technician 1	\$12.45	\$15.50	\$18.54	7.5%	15%
744.2	Animal Technician 2	\$14.64	\$18.23	\$21.81	7.5%	15%
744.3	Animal Technician 3	\$16.94	\$20.78	\$24.62	7.5%	15%
757.1	Digital Computer Oper	\$14.31	\$17.56	\$20.81	7.5%	15%
757.2	Digital Computer Oper, Sr	\$16.94	\$20.78	\$24.62	7.5%	15%
757.3	Digital Computer Oper Principal	\$19.24	\$23.60	\$27.97	7.5%	15%
757.4	Digital Computer Oper Spec	\$21.89	\$26.98	\$32.07	7.5%	15%
759.1	Computer Technician	\$14.31	\$17.56	\$20.81	7.5%	15%
759.2	Computer Technician Sr	\$16.94	\$20.78	\$24.62	7.5%	15%
759.3	Computer Technician Principal	\$19.24	\$23.60	\$27.97	7.5%	15%
781.1	Graphic Arts Technician	\$14.31	\$17.56	\$20.81	7.5%	15%
781.2	Graphic Arts Technician Sr	\$16.94	\$20.78	\$24.62	7.5%	15%
781.3	Graphic Arts Technician Princ	\$19.24	\$23.60	\$27.97	7.5%	15%
795.1	Research Technician	\$14.31	\$17.56	\$20.81	7.5%	15%
795.2	Research Technician Sr	\$16.94	\$20.78	\$24.62	7.5%	15%
795.3	Research Technician Princ	\$19.24	\$23.60	\$27.97	7.5%	15%
795.4	Research Specialist	\$21.89	\$26.98	\$32.07	7.5%	15%
797.1	Technical Illustrator I	\$14.31	\$17.56	\$20.81	7.5%	15%
797.2	Technical Illustrator II	\$16.94	\$20.78	\$24.62	7.5%	15%
797.3	Technical Illustrator III	\$19.24	\$23.60	\$27.97	7.5%	15%
797.4	Technical Illustrator IV	\$21.89	\$26.98	\$32.07	7.5%	15%
798.1	Photographic Specialist I	\$14.31	\$17.56	\$20.81	7.5%	15%
798.2	Photographic Specialist II	\$16.94	\$20.78	\$24.62	7.5%	15%
798.3	Photographic Specialist III	\$19.24	\$23.60	\$27.97	7.5%	15%
798.4	Photographic Specialist IV	\$21.89	\$26.98	\$32.07	7.5%	15%

SIDE LETTER
60-DAY TIME LIMIT TO FILE A GRIEVANCE ON
RETROACTIVE PAYMENTS OF 2000-01 SALARY INCREASES

An employee who believes that the amount of his/her retroactive payment, as specified in Article 6, Compensation, Section B.2., for the 2000-01 increases is calculated incorrectly shall have 60 days from the date the increase was paid within which to file a grievance. Such grievance shall be filed in accordance with Article 9, Grievance Procedure. The remedy shall be limited to correction of the mathematical calculation.

Peter M. Chester
Chief Negotiator
University of California

Doug Brown
Chief Negotiator
UPTE

SIDE LETTER
ARTICLE 3
ARBITRATION PROCEDURE

This letter confirms the parties' understanding of the time limits set forth in §A.8.c., Article 3, Arbitration Procedure.

The arbitrator shall only have the authority to schedule the arbitration hearing, should the parties be unable to agree to a hearing date, when a written request to so schedule a hearing date has been made prior to the ninetieth (90th) day. The arbitrator shall have no authority to select a hearing date if a request to do so is made after the ninetieth (90th) day.

/s/ Gayle Cieszkiewicz

/s/ Doug Brown

Gayle Cieszkiewicz
Chief Negotiator
University of California

Doug Brown
Negotiator
UPTE

October 30, 1996

October 30, 1996

**CAMPUS GRIEVANCE RESOLUTION COMMITTEE (CRC)
PILOT PROGRAM GUIDELINES**

1. General

The parties agree to institute a Campus Grievance Resolution Committee Pilot Program (the "CRC") at the Berkeley, Santa Cruz and San Francisco campuses. Except for the general guidelines set forth in this sideletter, the particular elements governing the CRC will be negotiated at each participating campus.

The procedures to be used by each campus CRC shall be determined by agreement between the local parties. While the CRC is intended to be an informal process, individual campuses may agree to use a formal process of testimony including, but not limited to, examination of witnesses.

2. Obligations Of Parties

Within 30 days of ratification of the successor Agreement between the parties, the parties at each campus shall meet and confer separately over the specific terms of the CRC.

An employee must make a written request to the appropriate campus official in order to utilize the CRC.

3. Subject Matter Excluded From CRC Review

The parties agree that the subject matter of the grievances suitable for the CRC shall be determined by the parties at each location. CRC is not suited for grievances involving complex contractual interpretations.

4. Composition Of The CRC

Upon submission of a grievance to the CRC, a panel composed of four members, two chosen by each side, shall be convened. To foster an impartial panel, the parties shall not select panel members from the same control unit or individuals who are involved with or have a vested interest in the outcome of the grievance. The union may only select bargaining unit employees to serve on the CRC.

5. Decisions Of CRC

The CRC has final and binding authority to adjudicate a grievance only if it reaches a unanimous decision. Such unanimous decisions by the CRC will only address the specific issues and remedies stated on the grievance form. The CRC shall issue either a unanimous decision in a written statement that sets forth the reasoning behind their decision or a written decision that the CRC failed to reach unanimous

consensus. The record and findings from the CRC may not be introduced as evidence in any other proceeding.

6. Limitations On CRC's Authority And Remedy

The CRC's authority and ability to fashion a remedy shall be subject to the same limits placed on an Arbitrator authority as set forth in Article 3, sections G(1) and (4) and H (1)(2)(3) and (5).

7. Return To Grievance Procedures

The CRC shall lose jurisdiction over any grievance following the issuance of its decision but no later than ten (10) days after the close of the CRC meeting.

8. Evaluative Criteria

Because the objective of the CRC is to determine its effectiveness as an alternative to the standard contractual arbitration process, the parties will evaluate the CRC at the end of its duration. The parties will examine the CRC utilizing criteria such as the number of cases settled, the number of CRC decisions, and CRC usage as a percentage of total grievance filings.

9. Sunset Provision

The CRC shall terminate September 4, 2002. Grievances that have been appealed to the CRC as of September 4, 2002 shall continue to be processed in accordance with the applicable campus provisions. Should any party at any campus wish to continue the CRC, that party must notify the other party within 30 days prior to the expiration of the CRC. After the expiration of the CRC, there is no obligation on either party to continue the CRC.

Doug Brown 5/23/01

Peter Chester 5/23/01

For UPTE Date

For the University Date

SIDE LETTER
Implementation Settlement of
LBNL COMPENSATION

In settlement of the across the board distribution of the undistributed portion of the 2.6% merit pay pool, it is agreed that each technical bargaining unit employee who was eligible for the Fiscal Year 1997/1998 merit increase will receive a fifteen cent (\$0.15) per hour wage increase retroactive to October 1, 1997. Also, going forward, the pay rate of each such employee will be increased fifteen cents (\$0.15) per hour. An estimate will be made for the retroactive portion of the settlement based on a forty (40) hour work week for all full time equivalent employees. We will identify all part-time TX bargaining unit employees and make a separate pro rata calculation based on their appointment rate for their retroactive settlement payment. It is expected that the implementation date will be within one month.

SIDE LETTER
LBNL COMPENSATION

Retroactive to October 1, 1997, a pool of 2.6% will be made available. This 2.6% will be distributed in the normal, merit-based manner. The Lab agrees to provide the demographics (names and wage increases) of the normal distribution. Any undistributed amount of the 2.6% will then be distributed pro rata across the board. Retroactive to January 1, 1998, employees in the technical bargaining unit will receive a 0.5% increase in wages. This is an across-the-board increase, not a normal distribution increase. Ranges for all titles will be increased by 3.1% on union ratification of this agreement. In addition, the .5% pool already agreed upon for promotions and reclassifications will remain in effect. Contingent on the continuance of the Outstanding Performance and Spot award programs, the Lab will continue to include UPTe (TX) employees in it.

To be eligible for these increases, an employee must be in the technical bargaining unit on April 1, 1997, and continue to be in the bargaining unit on the date of distribution. The Lab will distribute salary increases within 60 days of the date the union notifies the Lab of union ratification.

When Lead Technologists become part of the technical bargaining unit, they will be eligible for the .5% across-the-board increase retroactive to January 1, 1998. To be eligible for this increase, a Lead Technologist must be in the technical bargaining unit on the date of distribution. Distribution of Lead Technologists' wages will take place within 60 days of the date PERB notifies the parties that the Lead Technologists are included in the bargaining unit.

**SIDE LETTER
FIREFIGHTERS**

Lawrence Berkeley National Laboratory (LBNL) and University Professional and Technical Employees (UPTe) are parties to a collective bargaining relationship.

LBNL agrees to provide UPTe Fire Fighters with a 5% base building wage increase effective on the first day of the ratification and execution of this Side Letter Agreement. A non-base building payment of \$4,000.00 will be made to each of the currently employed 14 Fire Fighters as a negotiated award for prior services, so long as this Side Letter Agreement is ratified and executed by April 21, 1997.

All Fire Fighters are to remain required to maintain Hazardous Materials (HazMat) certification at the Technician level. There will be no requirement for LBNL to provide, assist, or facilitate HazMat training at any level above Technician. LBNL will continue to provide training for the maintenance of HazMat Technician certification.

Fire fighting equipment for HazMat Responses will continue to be maintained to comply with applicable Federal and State regulations and codes.

LBNL and UPTe agree to the Auto Aid Agreement tentatively reached between LBNL and the City of Berkeley on or about May, 1996, which provides for one response area, with the addition of certain buildings to that first response area (see attached map).

LBNL recognizes that one or more regulatory agencies, such as Fed OSHA and DOE, might require staffing levels in connection with certain Fire Fighter HazMat activities. To the extent that the regulatory agency has jurisdiction over LBNL, LBNL further recognizes its obligation to comply with applicable regulations, as those regulations are interpreted by the regulatory agency.

This Side Letter Agreement shall be in effect for two (2) years or the life of the overall UPTe-UC contract covering LBNL Fire Department Members, whichever is longer.

University Professional and
Technical Employees

Lawrence Berkeley
National Laboratory

By: _____

By: _____

Date: _____

Date: _____

**SIDE LETTER
LBNL HOURS OF WORK**

Lawrence Berkeley National laboratory (LBNL) and University of Professional and Technical Employees (UPTE) are parties to a collective bargaining relationship. LBNL and UPTE agree that unless and until changed pursuant to the terms of this Side Letter agreement or the overall UPTE-UC contract covering the employees covered by this Side Letter, LBNL's Advanced Light Source will continue to schedule and compensate covered employees in accordance with its current (i.e. effective on June 20, 1997) work schedules, which provide for employee work twenty four (24) hours per day, seven (7) days per week, consecutive days off, and no rotation involving the owl shift.

A. CHANGES IN WORK SHIFTS

During the life of this Agreement, the Employer may institute new work shifts, which includes elimination of one or more shifts and/or changes in workweeks. Any changed work shift will be first offered to employees in the order of their classification seniority. If an insufficient number of employees select the new shifts/weeks, the Employer will assign employees to it in the inverse order of classification seniority. However, in all cases, all employees going to the new shift/week must, in the Employer's judgement, currently have the requisite knowledge, skill and efficiency to perform the work. The Employer's judgment must be exercised in good faith and is subject to the Grievance-Arbitration procedures.

B. CHANGES IN SHIFT ASSIGNMENTS

Changes in regular shifts must be posted at least thirty (30) calendar days in advance except in cases of emergency or except where the employee involved agrees in writing to waive the period of notice. In this event, a copy of the written waiver shall be furnished to the Union. No employee shall be compelled to enter into any such waiver. Where the proper thirty (30) days of notification is not given, except in bona fide emergency situations, the first day of the shift change shall be paid for at the overtime rate of time and one-half (1-1/2). The Employer may make temporary shift changes for business reasons, which do not include discipline. The affected employees shall be notified of the expected duration of the shift change. Temporary shift changes must be posted at least thirty (30) calendar days in advance except in cases of emergency or except where the employee involved agrees in writing to waive the period of notice. In this event, a copy of the written waiver shall be furnished to the Union. No employee shall be compelled to enter into any such waiver. Where the proper thirty (30) days of notification is not given, except in bona fide emergency situations, the first day of the shift change shall be paid for at the overtime rate of time and one-half (1-

1/2). The Employer may make temporary shift changes for business reasons, which do not include discipline. The affected employees shall be notified of the expected duration of the shift change. Temporary shift changes must be posted at least thirty (30) calendar days in advance except in cases of emergency or except where the employee involved agrees in writing to waive the period of notice. In this event, a copy of the written waiver shall be furnished to the Union. No employee shall be compelled to enter into any such waiver. Where the proper thirty (30) days of notification is not given, except in bona fide emergency situations, the first day of the shift change shall be paid for at the overtime rate of time and one-half (1-1/2). Pairs of employees can request shift changes which shall be granted if, in the Employer's judgment, the employees currently have the requisite knowledge, skill and efficiency to perform the work. The Employer's judgment must be exercised in good faith and is subject to the Grievance-Arbitration procedures. This Side Letter agreement supersedes any conflicting or different LBNL RPM provisions. However, the RPM's "Hours of Work" and "Reduction in Force" provisions shall remain in effect, except to the extent, if any, to which they are changed by the "Big Table" negotiations for the overall UPTe-UC contract. The Side Letter agreement shall be in effect for two (2) years or the life of the overall UPTe-UC contract covering LBNL ALS employees, whichever is longer. This Side Letter does not change any RPM provisions other than those addressed herein.

SIDE LETTER
LBNL LEAD TECHNOLOGISTS

IT IS AGREED: That Lead Technologists, classification 720.0, will be added to the UPTE (TX) bargaining unit effective as soon as possible. If required by PERB, the parties will send written notification of this agreement to the Board by May 1, 1998. Relative to this change only and for this single, limited purpose only, UPTE waives Article 1, Section D. of the agreement between University of California and University Professional and Technical Employees - CWA, effective September 10, 1997.

SIDE LETTER
LBNL PROVISIONS FOR FIREFIGHTERS

The following sets forth the understanding of the parties regarding the firefighters at Lawrence Berkeley National Laboratory (LBNL) Fire Department.

A. Work Periods

1. The standard workday for full-time employees shall continue to be twenty-four (24) consecutive hours commencing at 8:00 a.m. daily
2. The current one hundred and six (106) hours in fourteen (14) days maximum hours standard contained in the Fair Labor Standards Act (FLSA) shall continue.
3. The defined workweek is fourteen (14) consecutive days commencing at 8:00 a.m. Sunday.
4. A normal biweekly tour of duty shall continue to consist of ninety-six (96), one hundred twenty (120) or one hundred forty-four (144) hours.

B. Compensation

1. LBNL firefighters will be compensated pursuant to Article 6, Section C of the agreement between University of California and University Professional and Technical Employees, effective September 10, 1997. The confirmation of those wages is seen in Attachment "A" to this agreement.
2. Overtime
 - a. Overtime shall continue to be due and payable at one and one-half (1 ½) times the applicable rate for all hours worked in excess of one hundred six (106) in any biweekly period.
 - b. Hours worked, with the exception of hours worked on behalf of another, shall be deemed to include actual hours at work, hours worked at another location at the direction of management and hours attributable to holiday pay. All other hours on paid or unpaid leave shall not count as hours worked for the purpose of determining overtime eligibility.
 - c. For full-time employees only, all hours worked outside the normal tour of duty for their assigned shift (unscheduled hours) shall be compensated at the applicable hourly overtime rate. The fact that the one hundred six (106) hour limit has not been exceeded has no

bearing on this requirement. Part-time employees, while assigned to a specific shift, are not eligible for overtime until the total hours worked exceed the FLSA one hundred (106) hour limit.

- d. For full-time employees only, overtime shall be payable in increments of fifteen (15) minutes. That is, in the event an employee works seven and one-half (7½) minutes or more outside their regular shift, they are entitled to fifteen (15) minutes of pay. Conversely, if the employee is required to work less than seven and one-half (7½) minutes, overtime is not due. For part-time employees who have not reached the one hundred six (106) hour limit, the aforementioned fifteen (15) minutes increments shall be paid at the straight-time, not overtime rate.
- e. In the event a firefighter works as an Acting Captain on one of his/her regularly scheduled shifts during a tour of duty and subsequently works overtime as a firefighter, the rate used to calculate said overtime payment shall be based upon the weighted average hourly rate for all hours worked within the one hundred six (106) hour limit.

In the event an Acting Captain assignment occurs on other than a regularly schedule shift, the hours worked will be compensated at one and one-half (1½) times the Acting Captain rate and shall not be used to calculate a weighted average rate for subsequent overtime as a firefighter.

- f. When a firefighter is assigned to work as a Dispatcher immediately following the end of their regular shift, the hours worked in this capacity are considered outside the regular tour of duty (unscheduled overtime) and shall be compensated at the applicable overtime rate. Further, because these hours extend the normal shift, the employee is entitled to pay during his/her lunch break even if physically relieved of responsibilities during that period.

3. Holidays

Holiday pay shall continue to consist of twelve (12) hours of pay at the base straight-time rate and shall be paid whether or not the employee actually works the holiday.

C. VACATION

Vacation credits shall continue to accrue in accordance with the following table:

Maximum Years of Service	Vacation Credit Accrual Rate	Allowable Credit
Less than 10	14 hours per month	336 hours
10 but less than 15	17 hours per month	403 hours
15 but less than 20	20 hours per month	470 hours
20 or more	22 hours per month	538 hours

D. SICK LEAVE

Sick leave shall continue to accrue at the rate of eleven (11) hours per month based on an average workweek of fifty-six (56) hours.

E. TEMPORARY REASSIGNMENT

Non-overtime hours worked as Acting Captain shall continue to be paid a premium equal to seven and one-half percent (7.5%) above the employee's base Fire Fighter rate.

F. UNIFORM AND PROTECTIVE EQUIPMENT

1. Firefighter uniforms may include no more than the following items: pants, shirts, sweaters, jackets, tie, belt, cap and insignia.
2. The reimbursement to firefighter uniforms shall be up to a maximum of \$600 per fiscal year, payable in accordance with laboratory procedure, payable up to a maximum of \$600 upon successful completion of the probationary period.
3. Firefighter personal protective equipment includes, but is not limited to safety shoes, turnout gear, wildland gear, gloves, hoods, helmets and goggles.

G. Firefighter Fitness/Training – The Lab will provide one and one-half (1½) hours of fitness training during the twenty-four (24) hour shift when possible.

H. LIVERMORE DISPATCH

1. LBNL will technologically transfer its fire operations dispatch function to the Lawrence Livermore National Laboratory (LLNL) during weekday evening

**SIDE LETTER
LBNL SEVERANCE PAY**

**Article 14
LAYOFF AND REDUCTION IN TIME**

An employee at the Lawrence Berkeley National Laboratory shall not receive duplicate pay for any period during which s/he has received severance pay. In the event an employee is compensated by the Laboratory for any period during which s/he received severance pay, the employee shall be responsible for returning the severance pay for that period.

Gayle Cieszkiewicz Date
Chief Negotiator
University of California

Libby Sayre Date
Chief Negotiator
UPTE

**SIDELETTER
LANGUAGE CHANGES RESULTING FROM
AGREEMENT REGARDING "CASUAL" EMPLOYMENT**

The University and the Union agree that as a result of their agreement effective January 1, 2001, with respect to definitions of appointment types (i.e. limited appointment, floater appointment, etc.) a number of language changes are necessary in the existing contract.

The changes detailed herein shall be incorporated by reference into the successor contract resulting from bargaining in progress at the time of this agreement.

Article 9 – Grievance Procedure

§M. Exclusion of employees in Limited, Floater, and Probationary Appointments

"The retention or release of employees in limited, floater, and probationary appointments is at the sole discretion of the University, and shall not be subject to Article 9 – Grievance Procedures or Article 3 – Arbitration Procedure of this Agreement."

Article 16 – Leaves of Absence

§B. Family Care and Medical Leave §7. Duration

"For the purposes of Family Care/Medical Leave, only, twelve (12) workweeks is equivalent to four-hundred eight (480) hours of scheduled work for full-time employees in career, limited, and floater appointments who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule."

Article 17 – Management Rights §B.9.

"to recruit, hire, develop, train, evaluate, promote, transfer, demote or layoff, employees in limited, floater, career, or probationary appointments."

It is understood that additional language changes may be required. The University will analyze the need for further changes and will identify these within 60 calendar days of the date of this agreement. Any such changes identified will be provided to the Union for discussion within the 60 days.

Gayle Cieszkiewicz Date:_____
Executive Director-Labor Relations
University of California

UPTE Date:_____

**SIDE LETTER
UC DAVIS HAZMAT ISSUES**

1. Firefighters may be required to become HazMat certified and maintain such certification, and to perform HazMat duties at the Technician or Specialist level(s). The University will continue to provide and pay for successfully completed HazMat training and certification, in accordance with current UCD practice(s).
2. All HazMat responses shall comply with applicable federal and state regulations. No firefighter shall be required to perform any HazMat duties that are inconsistent with federal or state regulations, including OSHA regulations, and 29 CFR §1910.120 and CCR Title 8, §5129.
3. Normally, HazMat teams will not be required to perform clean up duties, however, when clean up is incidental to mitigating the emergency and is small in nature, the University may require that clean up duties be performed.
4. The University will ensure that University of California firefighters assigned to perform HazMat responsibilities are properly equipped and are trained to State Fire Marshall or Office of Emergency Services (OES) standards.
5. When performing HazMat responses, UC HazMat teams will be under the command of a fully qualified incident commander or hazardous materials group supervisor. When responding to a level 2 or 3 HazMat incident, a qualified duty chief will participate in the response.

Gayle Cieszkiewicz Date

Libby Sayre Date

UC/UPTE SIDE LETTER 5/23/01

The University and UPTE agree if the 2001-02 general increase for staff employees is 3.5%, the University shall distribute salary increases effective October 1, 2001 for the TX Unit as follows:

- Step-based Employees will receive a 2% general range adjustment plus the normal merit program (1.5% allocation).
- Open-range Employees will be eligible for merit increases based on a 3.5% merit control figure.

If you concur with the foregoing, please indicate your concurrence by signing in the space provided below.

Sincerely,

Peter Chester
Chief Negotiator

CONCUR:

Doug Brown
UPTE/TX Chief Negotiator

SIDE LETTER
ARTICLE 4
UNIVERSITY BENEFITS

If UCSF is required to comply with the San Francisco Domestic Partners ordinance, any additional benefits offered to UCSF employees will be offered to employees covered by the Technical Unit Agreement.

In accordance with the provisions of • A. of the Agreement reached between the University of California and UPTe , if the University of California adopts a domestic partners policy for benefits, any additional benefits offered to UC employees will be offered to Technical Unit employees.

/s/ Gayle Cieszkiewicz

/s/ Libby Sayre

Gayle Cieszkiewicz
Chief Negotiator
University of California

Libby Sayre
Chief Negotiator
UPTe

August 8, 1997

August 8, 1997

**SIDE LETTER OF AGREEMENT BETWEEN THE UNIVERSITY OF CALIFORNIA AND
THE UNIVERSITY PROFESSIONAL AND TECHNICAL EMPLOYEES,
COMMUNICATION WORKERS OF AMERICA**

1. UPTE withdraws with prejudice Grievance #37-00/01-04 concerning compensation for holidays not worked.
2. The parties agree that the meaning of Article 46 Section C.1. Compensation for Holidays Not Worked is that fire employees accrue 11.2 holiday hours which are factored by 0.71429 for pay purposes, similar to other fire hours for pay purposes.
3. UPTE will recommend to UCSC fire personnel to execute individual settlement agreements with the University concerning time keeping and payroll practice errors affecting UCSC fire pay for the period December 1998 through January 2001. The settlement agreements will provide that the University will forgive net over-payments and will pay net under-payments resulting from such errors during the period.
4. Employees in current titles will be transitioned to new titles as follows:

Firefighter	–	Fire Specialist I
Fire Specialist	–	Fire Specialist II
5. The October 2000 Special Pay Increases for UCSC Fire titles will be increased by 1.5%. The total increases will be:

Fire Specialist I	14.5%
Fire Specialist II	12.5%
Fire Captain	10.5%

Peter Chester	Date	Doug Brown	Date
for the University of California		for UPTE/CWA	

Rick Humm	Date	Troy Souza	Date
for the University of California		for UPTE/CWA	

REVISIONS TO CASUAL EMPLOYMENT POLICIES

January 19, 2001

This side letter deals with the review of employment of employees who are currently in casual/limited appointments. If there is any conflict between specific Articles (such as Positions, Probationary Period) of the UC/UPTA Agreements and this side letter, as of the January 1, 2001 effective date, the intent and terms of the side letter will supercede the specific language of those Articles only to the extent they are in conflict. Terms and conditions not specified herein will not change.

REVIEW OF EMPLOYMENT ELIGIBILITY STATUS OF CASUAL EMPLOYEES

On January 1, 2001, the University of California will review the status of individuals who are employed as "Limited Appointment" employees (formerly "casual employees").

1. Employment¹

- a. The University will convert to career status those Limited Appointment staff employees who were hired between December 1, 1999 and December 31, 2000 and who achieve 1000 hours on pay status, excluding on-call and overtime hours, within the 13-month period between December 1, 1999 and December 31, 2000 where those employees were employed as casual employees at least 50% of full time and worked 50% of regular work hours in pay status in any five (5) consecutive months during that 13-month period. Conversion to career status will be completed by June 1, 2001. Career status will be effective January 1, 2001.
- b. The University will next look at individuals who self identify as having been continuously employed within the past three years without a break in service exceeding 120 consecutive calendar days.² The University shall notify, by a method agreed upon between UPTA and the University, all individuals who are potentially affected by this agreement of those individuals' duty to self identify.
 - 1) The University will convert to career status current employees who, during any rolling 13-month period between January 1, 1998 and January 1, 2001, were appointed to a staff casual position and who attained 1000 hours of qualifying service without a break in service of at least 120 consecutive calendar days. If the University confirms career status (in accordance with the above), the staff employee will be converted to career status effective the first of the month following

¹ Excluding Academic, Temporary/Floater, Casual Restricted and Per Diem employees.

² For the purposes of this Side Letter "Break in Service" means exclusively any period off pay status for 120 consecutive calendar days or longer.

the date on which the University received the staff employee's written self-identification. Qualifying service is defined as hours in pay status, excluding on-call and overtime hours.

- 2) The limited appointment employees who were casual must self-identify to their campus Human Resources Director (HRD) in writing by no later than December 31, 2001. The campus review will begin no later than June 1, 2001. The review will be accomplished as soon as practicable following the casual staff employee's self-identification, but no later than six months following the date on which the self-identification is received.

[The "Retirement" provision has been excluded as University benefits coverage is addressed in the Benefits Article of the respective contracts.]

2. Communication of Intent

- a. The University intends to comply with the letter and spirit of this agreement. Between the signing of this agreement and its effective date of January 1, 2001, the University will ensure that University managers, administrators, and supervisors are informed of the Agreement's intent. For example, the University will inform its management community that:
 - 1) the release of casual employees for the sole purpose of avoiding career status is inconsistent with the University's intent, and
 - 2) the reduction in time of a casual employee who is approaching career conversion, and the subsequent splitting of her/his position into two lesser positions, done for the sole purpose of avoiding the employee's career status is inconsistent with the University's intent.
- b. In order to enable the University and UPTe to effectively monitor the number of Limited Appointment employees who work, or are appointed, on a 50% or more basis, and the number who work on a 49% or less basis, the University agrees to continue providing UPTe with a weekly update of bargaining unit employees.
- c. After one year from the date of this agreement, the University agrees to reopen discussion regarding the 'Casual to Career' conversion at the written request of the Union.

3. Notice

The University agrees to notify each UPTe-represented casual employee, by a method agreed upon between the University and UPTe, who is eligible for career status prior to that employee becoming eligible for career status.

Gayle Cieszkiewicz Date: _____
Executive Director -- Labor Relations
University of California

Date: _____
UPTE